



## "The City with a Heart"

Rico Medina, Mayor  
Linda Mason, Vice Mayor  
Tom Hamilton, Councilmember  
Marty Medina, Councilmember  
Michael Salazar, Councilmember

### *AB-361* **CORONAVIRUS COVID-19**

*On September 16, 2021, the Governor of California signed AB-361 suspending certain provisions of the Ralph M. Brown Act in order to allow for local legislative bodies to conduct their meetings telephonically or by other electronic means. Pursuant to the CDC's social distancing guidelines which discourage large public gatherings, the San Bruno City Council meetings are being conducted electronically. The meeting is not available for in-person attendance. Members of the public may attend the meeting by video or phone linked in this agenda or watch by livestream at [youtube.com/user/cityofsanbruno](https://www.youtube.com/user/cityofsanbruno). CityNet Services Channel 1 will air the meeting live and the recorded meeting will be made available for viewing on the City's YouTube channel after the meeting has concluded.*

*If you would like to make a Public Comment on an item not on the agenda, or comment on a particular agenda item, please email [cityclerk@sanbruno.ca.gov](mailto:cityclerk@sanbruno.ca.gov). Emails received before the special or regular meeting start time will be forwarded to the City Council, posted on the City's website and will become part of the public record for that meeting. If emailed comments are received after the meeting start time, or after the meeting ends, they will be forwarded to the City Council and filed with the agenda packet becoming part of the public record for that meeting. Emails received will not be read aloud during the meeting.*

*Individuals who require special assistance of a disability-related modification or accommodation to participate in this meeting, or who have a disability and wish to request an alternative format for the agenda, agenda packet or other writings that may be distributed at the meeting, should contact the City Clerk 48 hours prior to the meeting at (650) 616-7070 or by email at [cityclerk@sanbruno.ca.gov](mailto:cityclerk@sanbruno.ca.gov). Notification in advance of the meeting will enable the City of San Bruno to make reasonable arrangements to ensure accessibility to this meeting, the materials related to it, and your ability to comment.*

## **AGENDA** **SAN BRUNO CITY COUNCIL** **May 24, 2022** **7:00 PM**

### **Zoom Meeting Details**

[https://sanbruno-ca-gov.zoom.us/j/81050062145?  
pwd=dTVVenRpejFqWUNmZXNkQUNTnkZLdz09](https://sanbruno-ca-gov.zoom.us/j/81050062145?pwd=dTVVenRpejFqWUNmZXNkQUNTnkZLdz09)

**Webinar or Meeting ID: 810 5006 2145**

**Webinar or Meeting Password: 092176**

**Zoom Phone Line: 1-646-558-8656 (same webinar ID and password  
as above)**

City Council meetings are conducted in accordance with Roberts Rules of Order. All regular Council meetings are recorded and televised on CityNet Services Channel 1 and replayed the following Thursday, at 2:00 pm.

1. **CALL TO ORDER**

2. **ROLL CALL**

3. **PLEDGE OF ALLEGIANCE**

4. **PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

Individuals allowed three minutes. It is the Council's policy to refer matters raised in this forum to staff for investigation and/or action where appropriate. The Brown Act prohibits the Council from discussing or acting upon any matter not agendized pursuant to State Law.

5. **ANNOUNCEMENTS/PRESENTATIONS**

- a. The community celebrates on Sunday, June 5, 2022! Start your day with the San Bruno Lions Posy Parade that begins at 11:00 a.m. at San Mateo Avenue / Kains Avenue followed by Community Day from noon to 5:00 p.m. along San Mateo Avenue. There will be a variety of activities that you won't want to miss: Global Cuisine; Stage Entertainment; Art; Kids Zone; Touch a Truck; Artists; and, Community Group Exhibits. We hope to see you there!
- b. On Saturday, May 28, 2022 beginning at 8:00 a.m. Recology will host the 2022 Compost Giveaway at San Bruno City Park Parking off of Santa Lucia Avenue (also known as the former pool parking lot). This event will be a self-serve event, please bring your own bucket, and limited to 5 gallons per household. For more information contact Recology San Bruno at (650) 583-8536.
- c. Please join the Community and Economic Development Team for the second community meeting on the Housing Element. The virtual meeting will be held on May 26, 2022 at 6:00 p.m., and you can connect by visiting [sanbruno.ca.gov/HEworkshop](http://sanbruno.ca.gov/HEworkshop). The Draft Housing Element is now available for viewing, which can be found at [sanbruno.ca.gov/HousingElementUpdate](http://sanbruno.ca.gov/HousingElementUpdate).
- d. Thank you to City Attorney Marc Zafferano for serving the San Bruno community from 2011-2022.
- e. Issue Proclamation to Declare May 2022 as Jewish American Heritage Month for the City of San Bruno
- f. Issue Proclamation to Declare June 2022 as Pride Month for the City of San Bruno
- g. San Mateo County Anonymous Gun Buyback will be held on June 4, 2022 from 10:00 a.m. to 2:00 p.m. at 1050 Mission Road, South San Francisco.

6. **CONSENT CALENDAR**

All items are considered routine or implement an earlier Council action and may be enacted by one motion; there will be no separate discussion, unless requested.

- a. Approve the Draft Special Minute Meetings for April 26, 2022 and May 10, 2022 and the Draft Regular Meeting Minutes for the Meeting of May 10, 2022
- b. Approve Accounts Payable for May 9, 2022 and May 16, 2022
- c. Accept Payroll for May 8, 2022
- d. Receive Written Update on the City's Response Efforts to COVID-19
- e. Adopt Resolution Authorizing the City Manager to Authorize an Agreement Amendment with TJKM Transportation Consultants for Traffic Engineering Services on an As-Needed Basis in an Amount not to Exceed \$130,000
- f. Adopt Resolution Accepting the Avenues 1-3 Sewer and Water Main Replacement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$301,874.95
- g. Adopt Resolution Approving the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County"; and Authorize the City Manager to Execute such Agreement when Final Execution Copies are Prepared and Distributed by the Bay Area Water Supply and Conservation Agency (BAWSCA)
- h. Adopt Resolution Approving a Minimum Water Purchase Transfer Between the City of East Palo Alto and the City of Mountain View
- i. Adopt Resolution Authorizing the Display of the LGBTQ Pride Flag on a Designated City Facility Flagpole to Commemorate LGBTQ Pride Month during the month of June 2022

**7. CONDUCT OF BUSINESS**

- a. Waive First Reading and Introduce an Ordinance Amending Chapter 10.16 (Water Conservation) of the San Bruno Municipal Code
- b. Study Session for the Release of the Draft 2023 - 2031 Housing Element
- c. Appointment of Two City Councilmembers to the Fireworks Application Review Subcommittee

**8. COMMENTS FROM COUNCIL MEMBERS**

- 9. **ADJOURNMENT** – The next Regular City Council Meeting will be held on June 14, 2022 at 7:00 p.m.



**“The City with a Heart”**

Rico Medina, Mayor  
Linda Mason, Vice Mayor  
Tom Hamilton, Councilmember  
Marty Medina, Councilmember  
Michael Salazar, Councilmember

**MINUTES**  
**SAN BRUNO CITY COUNCIL SPECIAL MEETING**  
**April 26, 2022**  
**5:00 p.m.**

**\*Corrected\***

**1. CALL TO ORDER**

The meeting was called to order at 5:05 p.m.

**2. ROLL CALL**

Councilmembers Medina, Salazar, Vice Mayor Mason and Mayor R. Medina were all present. Councilmember Hamilton was absent with prior notice.

**3. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

The following member of the public addressed the City Council during Public Comment:

- Jim Evangelist spoke about item 4c.

**4. CLOSED SESSION**

- a. Conference with Legal Counsel – Anticipated Litigation Significant Exposure to Litigation Pursuant to Government Code Section 54956.9(d)(2) – One Case
- b. Conference with Labor Negotiators Pursuant to Gov’t Code Section 54957.6  
Agency Designated Representatives: City Manager  
Employee Organizations: Mid-Management Bargaining Unit, Public Safety Mid-Management Bargaining Unit, San Bruno Professional Firefighters Association, Miscellaneous Bargaining Unit, San Bruno Management Employees Association
- c. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8  
Property: 201 Balboa Way APN: 020-351-430  
Agency Negotiator: City Manager  
Negotiating Parties: City of San Bruno and San Bruno Park School District  
Under Negotiation: Price and Terms of Payment

There was no reportable action taken.

**5. ADJOURNMENT**

The meeting entered into a Closed Session at 5:08 p.m. and recessed at 6:57 p.m. to the Regular City Council Meeting of April 26, 2022 at 7:00 p.m. After the Regular Meeting adjourned at 10:44 p.m. the City Council reconvened its Closed Session, it adjourned at 11:15 p.m.

The City Council meeting minutes were prepared by Vicky Hasha, Deputy City Clerk, for approval at the regular meeting of May 10, 2022.

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Vicky S. Hasha,  
Deputy City Clerk

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Rico E. Medina  
Mayor



**“The City with a Heart”**

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Tom Hamilton, Councilmember  
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Michael Salazar, Councilmember

**MINUTES**  
**SAN BRUNO CITY COUNCIL SPECIAL MEETING**  
**May 10, 2022**  
**5:00 p.m.**

**1. CALL TO ORDER**

The meeting was called to order at 5:01 p.m.

**2. ROLL CALL**

Councilmembers Hamilton, Medina, Salazar, Vice Mayor Mason and Mayor R. Medina were all present.

**3. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

The following member of the public addressed the City Council during Public Comment:

- Jim Evangelist spoke about the upcoming City Attorney vacancy.

**4. CLOSED SESSION**

- a. Public Employee Appointment Pursuant to Gov't Code Section 54957(b)(1): City Attorney
- b. Conference with Labor Negotiators Pursuant to Gov't Code Section 54957.6  
Agency Designated Representatives: City Manager  
Employee Organizations: Mid-Management Bargaining Unit, Miscellaneous Bargaining Unit, San Bruno Management Employees Association

There was no reportable action taken.

**5. ADJOURNMENT**

The meeting entered into a Closed Session at 5:04 p.m. and recessed at 6:55 p.m. to the Regular City Council Meeting of May 10, 2022 at 7:00 p.m. After the Regular Meeting adjourned at 12:10 a.m. the City Council reconvened its Closed Session, it adjourned at 1:20 a.m.

The City Council meeting minutes were prepared by Vicky Hasha, Deputy City Clerk, for approval at the regular meeting of May 24, 2022.

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Vicky S. Hasha,  
Deputy City Clerk

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Rico E. Medina  
Mayor



**“The City with a Heart”**

Rico E. Medina, Mayor  
Linda Mason, Vice Mayor  
Tom Hamilton, Councilmember  
Marty Medina, Councilmember  
Michael Salazar, Councilmember

**MINUTES**  
**SAN BRUNO CITY COUNCIL**  
**May 10, 2022**  
**7:00 p.m.**

**1. CALL TO ORDER**

The meeting was called to order at 7:01 p.m.

**2. ROLL CALL**

Councilmembers Hamilton, Medina, Salazar, Vice Mayor Mason and Mayor R. Medina were present.

**3. PLEDGE OF ALLEGIANCE**

**4. PUBLIC COMMENTS FOR ITEMS NOT ON THE AGENDA**

The following members of the public addressed the Council during Public Comment.

- **Miriam Schalit** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Dennis Bosch** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Alexander Melendrez** spoke about the urgent affordable housing need and thanked the Council for the two proclamations being presented tonight.
- **Ross Shkuratov** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Ted Chapman** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Barbara Bruxvoort** spoke about Mid-Management Bargaining Unit labor negotiations.
- **Dan Venezia** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Jeremy Sarnecky** spoke about the Mid-Management Bargaining Unit labor negotiations and the President Biden Administration.
- **Dalia Manaois** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Tim Wallace** spoke about the Mid-Management Bargaining Unit labor negotiations.
- **Paul Wapensky** spoke about possible PG&E brown outs this summer.

**5. ANNOUNCEMENTS/PRESENTATIONS**

- a. San Bruno is happy to partner with Recology San Bruno again for the Spring 2022 Community Clean Up Event (Drop Off) at 975 Sneath Lane. The drop off event will be held on May 14 from 8:00 a.m. to 11:00 a.m. at 975 Sneath Lane, and is a self serve drop off, where residents will be required to unload their vehicles. Residents limited to 3 cubic yards per vehicle, and can include bulky items, e-waste, appliances, bags of garbage. Dirt, rock and concrete will not be accepted.

- b. Declare Vacancy on the Culture and Arts Commission. Be where the action is, and get involved! Apply to serve on the Culture and Arts Commission or one of several Citizen Advisory Commissions, Boards, and Committees. Apply online at [www.sanbruno.ca.gov](http://www.sanbruno.ca.gov) or contact the City Clerk's Office at 650-616-7061.
- c. Receive proclamation declaring May as Mental Health Awareness Month.
- d. Receive proclamation declaring May as Asian America Pacific Islander Heritage Month.
- e. May is Bicycle Safety Month: Share the Road and Look Out for One Another.

## 6. **CONSENT CALENDAR**

- a. **Approve** the Draft Special Meeting Minutes for the March 29, 2022 and the Draft Special Meeting and the Special and Regular Meeting Minutes of April 26, 2022.
- b. **Accept** Accounts Payable for April 25, 2022 and May 2, 2022.
- c. **Accept** Payroll of April 24, 2022.
- d. **Approve** Investment Report and Reconciliation of General Ledger to Bank Report Dated March 31, 2022.
- e. **Adopt** Resolution Appropriating \$2,500 from the Restricted Revenues Fund, City Art Fund Fees for Sponsorship of a CommUNITY Day Chalk Art Activity.
- f. **Adopt** Resolution Authorizing Temporary Road Closure of Various Streets in Conjunction with the 80th Annual Posy Parade and CommUNITY Day Event on San Mateo Avenue and Authorize Use of City Park Baseball Fields and Police Department Assistance with Traffic Control for the Lions Club 80th Annual Posy Parade.
- g. **Receive** Written Update on the City's Response Efforts to COVID-19.
- h. **Adopt** Resolution Declaring the Continued State of Local Emergency and Need for the City Council and Other Legislative Bodies Subject to the Ralph M. Brown Act to Continue to Teleconference in Order to Ensure the Health and Safety of the Public Pursuant to AB 361.
- i. **Adopt** Resolution Approving Publicly Available Pay Schedule Effective May 10, 2022 Pursuant to the Public Employee's Retirement Law (PERL), Public Employees Pension Reform Act of 2013 (PEPRA), and Title 2 of California Code of Regulations (CCR)

**Item 6a - Councilmember Hamilton** pulled this item to request corrections be made to the April 26th Special Meeting minutes, the minutes show he was in attendance when in fact he was absent with prior notice. Also the minutes don't correctly reflect which item member of the public Jim Evangelist spoke about during Public Comment. He will abstain from voting on the approval of these minutes due to his absence.

**City Manager Grogan** said that these minutes will be corrected and brought back to Council for approval at the next regular City Council Meeting on May 24th.

**Mayor R. Medina** noted that the April 26th Regular Meeting minutes need to be corrected to reflect that the new principal at Capuchino High School is Jose Gomez.

**Items 6e & f - Councilmember Medina** pulled these items to ask about the CommUNITY Day chalk art activity planned for the event, more advertising, locations and times of the street closures and the Posy Parade route.

**Community Services Director Mottola** provided details on the event and parade logistics, and also about the various activities and food offerings.

**Vice Mayor Mason** looks forward to this great event, thanked staff and asked how people can sign up to be in the parade.

**Community Services Director Mottola** suggested that people to go to the Posy Parade's Facebook page and contact the coordinator to participate and there will also be more information available at the next City Council Meeting on May 24th.

**Item 6h - Vice Mayor Mason** pulled this item to request an update at the next meeting on how much has been spent and what the plan is for City Council Meetings to return to in-person or possibly a hybrid format combining in-person and virtual.

**City Manager Grogan** said that going forward funds spent on Covid will be part of the report that is given at each City Council Meeting. He anticipates that staff will be planning stages to develop hybrid City Council Meetings.

**M/S Mason/Salazar** to approve the Consent Calendar, excluding the Special Meeting Minutes of April 26, 2022, which will be brought back. **Motion carried by majority vote Councilmember Hamilton abstained from voting on the April 26th Regular Meeting Minutes due to his absence from that meeting.**

## 7. CONDUCT OF BUSINESS

- a. Adopt Resolution Authorizing the City Manager to Amend the Agreement with Callander and Associates Landscape Architecture for Additional Design Services for Centennial Plaza in an Amount Not to Exceed \$26,112.

**Community Services Director Mottola and City Manager Grogan** presented the item to the Council.

**Member of the Public Paul Wapensky** asked for clarification on expenditures and funding and likes the plaza the way it is.

**M/S Hamilton/Mason** directed staff to bring the item back with amended options 1A and 1B. **Motion carried with a majority vote, Salazar - no**

- b. Adopt Resolution Authorizing the City Manager to Execute an Agreement with Loral Landscaping, Inc. for the Renovation of the College Drive Median from Skyline to Sheryl Drive in an Amount Not to Exceed \$99,839.

**Community Services Director Mottola and City Manager Grogan** presented the item to the Council.

**Member of the Public Lex Livengood** supports the idea of this improvement.

**Member of the Public Jeremy Sarnecky** also supports this plan.

**M/S Salazar/R. Medina** **Motion carried with a unanimous vote.**

## 8. STUDY SESSION

- a. Receive Progress Report on Fiscal Year 2021-22 City Council Strategic Initiatives and Provide Direction on New or Modified Priority Focus Areas and Related Strategic Initiatives for the Fiscal Year 2022-23 that begins on July 1, 2022.

**City Manager Grogan** presented the item to the Council.



**Member of the Public Jeremy Sarnecky** spoke about 100% renewable energy, the state budget and thanked the council for the work they do.

**Councilmember Hamilton** added an item, that the City fund a consultant to work with staff and the director of the Bay Area Entrepreneur Center in San Bruno to make a business plan to re-launch the San Bruno Chamber of Commerce.

**Vice Mayor Mason** added an item, that the sign/arch be placed at the Caltrain station.

**Councilmember Medina** added an item, conduct a survey aligns with community connections, engagement and communication asking how they feel about projects and departments.

The Council voted on each new item prioritizing them based on importance to the City.

## 9. COMMENTS FROM COUNCIL MEMBERS

- a. Report on Attendance at the 2022 Progress Seminar Held April 29-May 1, 2022.

**Vice Mayor Mason and Mayor R. Medina** reported on their attendance.

- b. **Linda Mason:**

1. Request staff work with the San Bruno Park School District for future winter, spring and summer programming calendar dates and centralizing a unified message of all options to parents/guardians on both department's websites.

**Community Services Director Mottola** explained the situation this year.

**City Manager Grogan** said the City and School District will collaborate to improve their respective websites for next year.

2. Request staff to prepare a thank you letter to Supervisor David Pine's office for awarding \$200,000 of Measure K funds to the City of San Bruno.

**City Manager Grogan** responded that staff will generate the letter.

3. Request staff to thank the San Bruno Community Foundation for their presentation and to make a formal request to the San Bruno Community Foundation on behalf of the City Council to reconsider their priorities to include (1) The City of San Bruno's downtown as a priority since the San Bruno community ranked it #1 on the list of community needs and it is currently not listed as a San Bruno Community Foundation Priority; and (2) Active fundraising since the community ranked it number 4 as a process recommendation from members of the San Bruno community and it is not listed as a San Bruno Community Foundation Priority.

**City Manager Grogan and City Attorney Zafferano** responded.

**It was agreed by a majority roll call vote to bring this request forward to the San Bruno Community Foundation at a Special Meeting on May 31st**  
**Ayes – Councilmember Hamilton, Medina, Vice Mayor Mason,**  
**No – Councilmember Salazar, Mayor R. Medina**

4. Announced that Off the Grid has come to Tanforan, Tuesdays at 5pm. She has also wished all moms a Happy Mother's Day from last Sunday and noted that today is Mother's Day in Latin American countries.

**Councilmember Medina** also wished all moms a happy Mother's Day.

**Councilmember Hamilton** concurs about moms and announced that ballots have been mailed out it is important for everyone to vote.

**Mayor R. Medina** thanked staff for their time and Lupita Huerta for her help tonight.

8. **ADJOURNMENT**

The Meeting adjourned at 12:10 a.m. the City Council reconvened its Closed Session, which had been recessed since 6:55 p.m. The Closed Session adjourned at 1:20 a.m.

The next Regular City Council Meeting will be held on May 24, 2022 at 7:00 p.m.

The City Council meeting minutes were prepared by Vicky Hasha, Deputy City Clerk, for approval at the regular meeting of May 24, 2022.

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Vicky S. Hasha,  
Deputy City Clerk

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Rico E. Medina  
Mayor



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** May 9, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

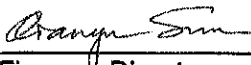
**PREPARED BY:** Qianyu Sun, Finance Director  
Kathleen O'Malley, Accounting & Customer Service Representative

**SUBJECT:** Accounts Payable Warrant Register

This is to certify that the claims listed on pages 1 to 2 inclusive, and/or claims numbered from 197596 through 197677 inclusive, totaling \$1,574,609.11 have been checked in detail and approved by the proper officials, and in my opinion, represent fair and just charges against the City in accordance with their respective amounts. The table below summarizes the total paid by Fund.

Fund	Fund Name	Amount
001	General Fund	\$124,089.96
132	Agency On Aging	\$8,665.84
133	Restricted Revenues	\$342.58
137	Developer Project Contributions	\$7,271.25
201	Parks and Facilities Capital	\$111,497.52
203	Street Improvement Projects	\$265,670.14
611	Water Fund	65,900.24
621	Stormwater Fund	16,459.76
631	Wastewater Fund	915,969.01
641	CityNet Services Fund	42,804.78
701	Central Garage	281.57
702	Facility Maintenance Fund	9,856.60
707	Technology Development	5,799.86
<b>TOTAL FOR APPROVAL</b>		<b>\$1,574,609.11</b>

Respectfully submitted,

  
\_\_\_\_\_  
Finance Director

5/10/2022  
\_\_\_\_\_  
Date

Document group: komalley Bank: apbank 432000438

Vendor Code & Name	Check #	Check Date	Amount
0000858 ADECCO EMPLOYMENT SERVICES	197596	5/9/2022	6,294.52
0000163 AIRPORT AUTO PARTS INC.	197597	5/9/2022	14.44
0017298 ALLSTAR FIRE EQUIPMENT INC	197598	5/9/2022	843.84
0110078 ALTA PLANNING + DESIGN, INC.	197599	5/9/2022	10,325.25
0016123 AT&T	197600	5/9/2022	758.16
0105649 ATLAS PLUMBING AND ROOTER, INC.	197601	5/9/2022	2,850.00
0100526 BAY ALARM COMPANY	197602	5/9/2022	178.86
0001849 BAY AREA WATER SUPPLY & CONSERVATION AGEN	197665	5/9/2022	13,520.00
0110203 BETTY CHOW	197609	5/9/2022	10.13
0000272 BMI IMAGING SYSTEMS	197603	5/9/2022	4,490.00
0000378 BROADMOOR LANDSCAPE SUPPLY	197604	5/9/2022	268.10
0017600 BURTON'S FIRE INC.	197605	5/9/2022	733.76
0102989 CALIFORNIA DIESEL & POWER	197606	5/9/2022	5,226.80
0093725 CALTRANS	197607	5/9/2022	16,458.26
0017206 CENTRAL CONCRETE SUPPLY CO. INC	197608	5/9/2022	1,014.12
0016324 CINTAS CORPORATION #464	197610	5/9/2022	116.01
0016324 CINTAS CORPORATION #464	197611	5/9/2022	40.00
0098588 CITY OF BURLINGAME	197612	5/9/2022	2,554.50
0000227 CITY OF SAN BRUNO	197613	5/9/2022	4,361.67
0000386 CITY OF SOUTH SAN FRANCISCO	197614	5/9/2022	915,530.22
0108957 CLEARFIELD, INC.	197615	5/9/2022	399.22
0105811 CSAC EXCESS INSURANCE AUTHORITY	197622	5/9/2022	13,129.98
0108696 DAVID J POWERS AND ASSOCIATES, INC.	197653	5/9/2022	337.50
0094204 DEPARTMENT OF CONSUMER AFFAIRS	197619	5/9/2022	180.00
0107953 DEPT. OF THE TREASURY- INTERNAL REVENUE SE	197637	5/9/2022	484.88
0107030 DEROTIC EMERGENCY EQUIPMENT	197620	5/9/2022	741.93
0106349 F.A. POLI, INC.	197623	5/9/2022	400.00
0106348 FAST AGGREGATES PRODUCTS, INC.	197624	5/9/2022	852.43
0001782 FLOWERS ELECTRIC & SVC.CO. INC.	197625	5/9/2022	3,561.95
0017720 FOX TELEVISION STATIONS, INC.	197627	5/9/2022	12,015.90
0109776 FRESH LINE PRODUCE	197628	5/9/2022	64.75
0104135 GLOBAL TRACKING COMMUNICATIONS, INC.	197669	5/9/2022	89.97
0018864 GMA NETWORK INC.	197629	5/9/2022	1,240.65
0108415 GOLDEN BAY CONSTRUCTION, INC.	197630	5/9/2022	38,352.52
0000162 GRAINGER	197631	5/9/2022	181.69
0000541 GRANITE ROCK COMPANY	197633	5/9/2022	967.72
0105687 GRAPHICS ON THE EDGE	197634	5/9/2022	1,076.84
0095966 GREAT AMERICA FINANCIAL SVC.	197635	5/9/2022	476.64
0016967 GROUP 4	197636	5/9/2022	63,543.25
0018557 INTERSTATE SALES	197638	5/9/2022	8,020.97
0017763 J.J.R. CONSTRUCTION, INC	197639	5/9/2022	242,577.65
0110202 JOELMA COSTA	197616	5/9/2022	1,639.83
0000075 K-119 TOOLS OF CALIFORNIA INC.	197640	5/9/2022	159.04
0109663 KINGDOM PIPELINES INC.	197641	5/9/2022	1,044.32
0000317 L.N. CURTIS & SONS	197642	5/9/2022	622.71
0104424 LIDIA'S ITALIAN DELICACIES	197644	5/9/2022	7,338.00
0018783 MICHAEL V FERRETTI	197645	5/9/2022	300.00
0102275 MIRIAM SCHALIT	197657	5/9/2022	500.00
0104730 MUNICIPAL EMERGENCY SERVICES	197646	5/9/2022	2,653.22
0098639 MUNICIPAL RESOURCE GROUP, LLC	197647	5/9/2022	7,365.85
0104655 NICHOLAS OLIVERA	197648	5/9/2022	358.00
0109800 NICOLE LAJOIE	197643	5/9/2022	1,624.50
0000522 NORTH COAST COUNTY WATER DISTRICT(NCCWD)	197618	5/9/2022	18,600.78

Document group: komalley Bank: apbank 432000438

Vendor Code & Name	Check #	Check Date	Amount
0097567 ONE HOUR DRY CLEANING	197649	5/9/2022	181.65
0000012 PACIFIC GAS & ELECTRIC	197650	5/9/2022	60,192.78
0000012 PACIFIC GAS & ELECTRIC	197651	5/9/2022	1,808.35
0000012 PACIFIC GAS & ELECTRIC	197652	5/9/2022	33.70
0015163 PENINSULA SPORTS OFFICIALS ASSOC.INC.	197662	5/9/2022	1,228.50
0108589 PERFORMANCE FOODSERVICE-LEDYARD	197626	5/9/2022	1,118.84
0098436 PROFESSIONAL LAND SERVICES	197654	5/9/2022	7,020.00
0107432 RED WING BRANDS OF AMERICA,INC	197655	5/9/2022	799.98
0103712 RUEL REGUDON	197656	5/9/2022	54.92
0017807 SAN MATEO COUNTY CONTROLLER'S OFFICE	197617	5/9/2022	10,037.10
0092067 SCOTT WALDVOGEL	197658	5/9/2022	200.00
0097626 SHARP ELECTRONICS CORP.	197659	5/9/2022	610.49
0104726 SHARPS SOLUTIONS, LLC	197660	5/9/2022	140.00
0018962 SHOE DEPOT INC.	197661	5/9/2022	196.83
0000102 SONITROL/PACIFIC WEST SECURITY, INC.	197674	5/9/2022	245.00
0097079 SPRINT	197663	5/9/2022	53.12
0105796 SUNRISE FOOD DISTRIBUTOR INC.	197664	5/9/2022	144.25
0018073 TEAMSTERS LOCAL 350	197666	5/9/2022	2,277.00
0015691 TEAMSTERS LOCAL 856	197667	5/9/2022	12,220.00
0002025 TELECOMMUNICATIONS ENGINEERING ASSOCIATE	197621	5/9/2022	496.00
0107371 TIMOTHY WETTELAND	197676	5/9/2022	100.00
0018898 TJKM TRANSPORTATION CONSULTANT	197668	5/9/2022	12,420.00
0110200 TURNOUT MAINTENANCE CO., LLC	197670	5/9/2022	500.00
0102744 UNIVERSAL BUILDING SERVICES	197671	5/9/2022	9,549.14
0095749 VERIZON WIRELESS	197672	5/9/2022	5,099.98
0104233 WAVE	197673	5/9/2022	15,930.00
0104660 WEST YOST ASSOCIATES, INC.	197675	5/9/2022	5,528.75
0096893 WILSEY HAM	197677	5/9/2022	9,479.00
0110208 YANIRA L. GRANDE	197632	5/9/2022	452.40
GrandTotal:			1,574,609.11
Total count:			82



**City Council Agenda Item  
Staff Report**

CITY OF SAN BRUNO

**DATE:** May 16, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Qianyu Sun, Finance Director  
Kathleen O'Malley, Accounting & Customer Service Representative

**SUBJECT:** Accounts Payable Warrant Register

This is to certify that the claims listed on pages 1 to 2 inclusive, and/or claims numbered from 197678 through 197781 inclusive, totaling \$500,483.07 have been checked in detail and approved by the proper officials, and in my opinion, represent fair and just charges against the City in accordance with their respective amounts. The table below summarizes the total paid by Fund.

Fund	Fund Name	Amount
001	General Fund	\$101,791.77
111	Police Asset Forfeiture	\$695.00
137	Developer Project Contributions	\$12,081.57
201	Parks and Facilities Capital	\$1,392.44
203	Street Improvement Projects	\$119,023.46
611	Water Fund	102,410.75
621	Stormwater Fund	64,471.19
631	Wastewater Fund	2,705.39
641	CityNet Services Fund	39,591.23
701	Central Garage	151.61
702	Facility Maintenance Fund	1,897.81
707	Technology Development	78.30
711	Self-Insurance	54,192.55
<b>TOTAL FOR APPROVAL</b>		<b>\$500,483.07</b>

Respectfully submitted,

  
Finance Director

5/17/2022  
Date

Document group: komalley Bank: apbank 432000438

Vendor Code & Name	Check #	Check Date	Amount
0106435 ACTION TOWING & ROAD SVC. INC.	197678	5/16/2022	255.00
0109873 AECOM TECHNICAL SERVICES, INC.	197679	5/16/2022	3,612.12
0001170 AIRGAS USA, LLC	197680	5/16/2022	206.97
0110232 ALEXANDER BEERS	197691	5/16/2022	171.50
0017459 ALL CITY MANAGEMENT SVC.INC.	197681	5/16/2022	1,269.94
0018976 ALPHA ANALYTICAL LAB. INC.	197682	5/16/2022	4,770.00
0110230 ALVARO FRIAS	197721	5/16/2022	26.31
0109190 AMERICAN PORTABLES	197683	5/16/2022	1,392.44
0014890 AMERICAN WATER WORKS ASSN.	197684	5/16/2022	302.00
0109246 AQUA METRIC SALES, CO.	197685	5/16/2022	1,606.38
0016123 AT&T	197686	5/16/2022	957.40
0105649 ATLAS PLUMBING AND ROOTER,INC.	197687	5/16/2022	2,500.00
0107032 AXON ENTERPRISE, INC.	197688	5/16/2022	1,638.35
0108691 BEAR CLOUD TECHNOLOGIES, INC.	197690	5/16/2022	1,037.70
0110215 BINE ARCEO	197692	5/16/2022	527.40
0000272 BMI IMAGING SYSTEMS	197693	5/16/2022	3,549.00
0092200 CA. POLICE CHIEFS ASSOCIATION	197695	5/16/2022	695.00
0014739 CAL-STEAM	197697	5/16/2022	350.58
0102989 CALIFORNIA DIESEL & POWER	197696	5/16/2022	5,226.80
0106548 CAPITAL ONE TRADE CREDIT	197698	5/16/2022	625.31
0110220 CHARLENE KRESEVICH	197738	5/16/2022	33.81
0016324 CINTAS CORPORATION #464	197699	5/16/2022	242.34
0000227 CITY OF SAN BRUNO	197700	5/16/2022	1,147.67
0110207 CLA-VAL CO. SOUNDCAST, GRISWOLD CASTING	197769	5/16/2022	5,145.51
0110074 COGENT COMMUNICATIONS, INC.	197701	5/16/2022	4,040.32
0109809 COMCAST SPORTSNET BAY AREA	197702	5/16/2022	19,718.40
0110234 CONRAD POSTEL	197755	5/16/2022	33.15
0018389 CONTRA COSTA COUNTY SHERIFF'S OFFICE	197704	5/16/2022	698.00
0109788 CORE & MAIN LP	197703	5/16/2022	4,319.88
0015857 COUNTY OF SAN MATEO	197705	5/16/2022	164.51
0106125 COURTESY TOW	197706	5/16/2022	607.50
0110217 DALY PIPELINES	197707	5/16/2022	800.00
0110223 DANNY PENA	197754	5/16/2022	41.65
0018449 DARLENE WONG	197780	5/16/2022	500.00
0018188 DAU PRODUCTS	197709	5/16/2022	7,408.89
0110224 DAVID TYLER	197774	5/16/2022	53.48
0110214 DBA CONSTRUCTION	197710	5/16/2022	800.00
0101178 DISCOUNT PLUMBING	197712	5/16/2022	9,000.00
0108748 DISCOVER PLUMBING & ROOTER	197713	5/16/2022	2,900.00
0110181 EILEEN GOODWIN	197715	5/16/2022	6,838.20
0107927 ELIZABETH RUIZ	197761	5/16/2022	1,222.19
0017300 ENVIRONMENTAL HEALTH FEE	197717	5/16/2022	1,096.00
0018899 EOA INC.	197718	5/16/2022	7,632.02
0001782 FLOWERS ELECTRIC & SVC.CO.INC.	197719	5/16/2022	1,264.53
0018117 FLYERS ENERGY, LLC	197720	5/16/2022	20,812.46
0106614 GOLDFARB & LIPMAN LLP	197722	5/16/2022	1,757.39
0017900 GREAT LAKES DATA SYSTEMS INC	197723	5/16/2022	2,300.00
0016967 GROUP 4	197725	5/16/2022	1,040.00
0000385 HACH COMPANY	197726	5/16/2022	3,323.73
0108221 HDL COREN & CONE	197728	5/16/2022	3,556.25
0110231 HEATHER ENGLISH	197716	5/16/2022	14.69
0110056 HH ASSOCIATES US, INC.	197729	5/16/2022	722.32
0110228 HO LAM	197739	5/16/2022	8.70

Document group: komalley Bank: apbank 432000438

Vendor Code & Name	Check #	Check Date	Amount
0110226 I-CHIEH WANG	197778	5/16/2022	12.43
0017763 J.J.R. CONSTRUCTION, INC	197730	5/16/2022	113,072.29
0105884 JACKSON LEWIS P.C.	197731	5/16/2022	154.00
0098964 JARVIS, FAY & GIBSON, LLP	197732	5/16/2022	210.00
0110229 JAVIER BARAHONA	197689	5/16/2022	58.00
0000771 JT2 INTEGRATED RESOURCES	197733	5/16/2022	31,693.20
0093434 JT2 INTEGRATED RESOURCES	197734	5/16/2022	12,470.00
0093434 JT2 INTEGRATED RESOURCES	197735	5/16/2022	10,029.35
0018050 KAISER FOUNDATION HEALTH PLAN	197736	5/16/2022	3,554.83
0018276 KATHLEEN LEMBERGER BROCK	197741	5/16/2022	35.86
0110219 KENNETH HALL	197727	5/16/2022	775.29
0110233 KHYREE SAMPSON	197762	5/16/2022	1.65
0018777 LEXISNEXIS RISK DATA MANAGEMENT	197760	5/16/2022	527.25
0017924 LORAL LANDSCAPING INC.	197742	5/16/2022	2,100.00
0018177 LOWE'S	197743	5/16/2022	2,659.11
0104916 MANDELL MUNICIPAL COUNSELING	197744	5/16/2022	1,276.00
0018767 MEGA HERTZ	197745	5/16/2022	3,308.39
0016041 METROMOBILE COMMUNICATIONS	197746	5/16/2022	176.90
0017906 MICHAEL BLUNDELL	197747	5/16/2022	97.79
0110225 MICHAEL KIRBY	197737	5/16/2022	47.20
0102275 MIRIAM SCHALIT	197766	5/16/2022	1,308.26
0098639 MUNICIPAL RESOURCE GROUP, LLC	197749	5/16/2022	1,631.25
0104976 NAVERY EAP	197714	5/16/2022	78.76
0092263 OFFICE DEPOT INC	197751	5/16/2022	595.22
0000012 PACIFIC GAS & ELECTRIC	197753	5/16/2022	76,155.98
0110239 PATELESIO LATU	197740	5/16/2022	3,000.00
0093373 PAULA SANGERVASI	197765	5/16/2022	32.05
0097558 PURCHASE POWER	197756	5/16/2022	133.87
0013981 QUILL CORPORATION	197757	5/16/2022	103.75
0108301 R3 CONSULTING GROUP	197758	5/16/2022	10,393.75
0110235 RANNY BONIEL	197694	5/16/2022	12.25
0103531 RICOH USA, INC.	197759	5/16/2022	325.96
0099047 SAN MATEO CTY SHERIFF'S OFFICE	197763	5/16/2022	1,568.20
0018597 SAN MATEO DAILY JOURNAL	197764	5/16/2022	810.00
0110237 SARAH GROSSO	197724	5/16/2022	52.64
0106241 SCOTT SMITHMATUNGOL	197768	5/16/2022	110.75
0097626 SHARP ELECTRONICS CORP.	197767	5/16/2022	78.30
0110236 SIDDHI DHURI	197711	5/16/2022	23.69
0016831 STAPLES CREDIT PLAN	197770	5/16/2022	484.39
0106952 THE GOODYEAR TIRE&RUBBER CO.	197771	5/16/2022	2,206.80
0018275 THE REGENTS OF THE UNIVERSITY OF CA	197750	5/16/2022	516.05
0110221 THOMAS DALY	197708	5/16/2022	172.64
0110222 TIFFANY O'LEARY	197752	5/16/2022	46.59
0106660 TRIDENT K9 CONSULTING INC.	197772	5/16/2022	900.00
0017133 TURBO DATA SYSTEMS INC	197773	5/16/2022	4,615.29
0098625 UPS	197775	5/16/2022	2.66
0105133 UTILITY TELECOM, INC.	197776	5/16/2022	221.25
0095749 VERIZON WIRELESS	197777	5/16/2022	3,203.55
0110218 WILLIAM MULLEN	197748	5/16/2022	54.65
0013841 WITMER-TYSON IMPORTS INC	197779	5/16/2022	4,950.00
0109109 WRECO	197781	5/16/2022	64,471.19

GrandTotal: 500,483.07

Total count: 104





## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Benjie Lin, Management Analyst

**SUBJECT:** Payroll Acceptance

City Council acceptance of the City payroll distributed May 13, 2022 is recommended. The Labor Summary report reflecting the total payroll amount of \$1,782,418.44 for bi-weekly pay period ending May 8, 2022 by fund is shown below:

Fund	Amount
Fund: 001 - GENERAL FUND	1,325,273.84
Fund: 006 - AMERICAN RESCUE PLAN ACT	83,970.85
Fund: 121 - FEDERAL/STATE GRANTS	3,958.21
Fund: 122 - SOLID WASTE/RECYCL.	2,283.10
Fund: 132 - AGENCY ON AGING	927.53
Fund: 137 - DEVELOPER PROJECT CONTRIBUTIONS	10,893.02
Fund: 201 - PARKS AND FACILITIES CAPITAL	1,924.86
Fund: 203 - STREET IMPROVE. PROJECTS	6,270.34
Fund: 611 - WATER FUND	84,743.68
Fund: 621 - STORMWATER FUND	27,109.89
Fund: 631 - WASTEWATER FUND	83,125.13
Fund: 641 - CITYNET SERVICES FUND	86,688.51
Fund: 701 - CENTRAL GARAGE	9,473.97
Fund: 702 - FACILITY MAINT.FUND	29,172.23
Fund: 707 - TECHNOLOGY DEVELOPMENT	19,646.24
Fund: 711 - SELF INSURANCE	6,957.04
<b>Total:</b>	<b>1,782,418.44</b>

DocuSigned by:  
  
 71907A490340402  
 Qianyu Sun, Finance Director

5/16/2022

Date



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan Grogan, City Manager

**PREPARED BY:** Jennifer Dianos, Assistant to the City Manager

**SUBJECT:** Receive Written Update on the City's Response Efforts to COVID-19

**BACKGROUND:** This report is to provide an update on the City's response efforts to COVID-19, while the Emergency Operations Center (EOC) is activated. The information provided in this report is as of the time it was produced and may be subject to change.

**DISCUSSION:** San Mateo County Health provides regular COVID-19 data dashboards through their website, [smchealth.org](https://smchealth.org). San Mateo County Health reports as of May 12, 2022, there were a total of 274 cases within the last 30 days in the City of San Bruno; and as of May 17, 2022, approximately 97.0% of San Bruno residents age 5+ are vaccinated. Additional statistics are attached to this report.

The San Bruno Emergency Operations Center (EOC) continues to review City services and modifications, and there are no operational modifications to report to the City Council.

With the recent increase in COVID-19 cases, San Mateo County Health issued a press release *recommending* indoor mask use. The press release includes a statement from San Mateo County Health Officer, Dr. Scott Morrow, "While San Mateo County is not currently considering implementing a local health order to require indoor masking, we stress that this is a time for everyone to take advantage of all the protective measures they can." The full press release can be found on the County website, [smcgov.org](https://smcgov.org).

Residents and visitors to San Bruno are encouraged to take the following precautions to help reduce the spread of COVID-19:

- Get vaccinated. Most vaccination sites or clinics do not require an appointment. Find local sites, including local pharmacies, by visiting [myturn.ca.gov](https://myturn.ca.gov) or by calling 1-833-422-4255.
- Get tested. Get tested if you're feeling sick or if you or a loved one have been exposed to COVID-19. Testing is available at Narita Plaza, between San Bruno City Hall and San Bruno Library from 8:30 AM to 4 PM, Monday through Friday. Appointments can be made at [cur.tv/sanbruno](https://cur.tv/sanbruno) or by calling 888-702-9042. Appointments are not required and on-site registration is available.
- Stay home if you feel sick and get tested right away.

**FISCAL IMPACT:** Since the declaration of emergency in March of 2020, the City of San Bruno has recorded the emergency expenditure of \$200,120 out of the City's emergency reserve funds for COVID related operations. In total, the City has recorded a total COVID related expenditure of \$2.08 million including facilities enhancement projects (i.e. keyless entry system to City Hall), COVID-19 personal protective equipment (PPE) supplies, and initial response and adaptation to remote programming/services.

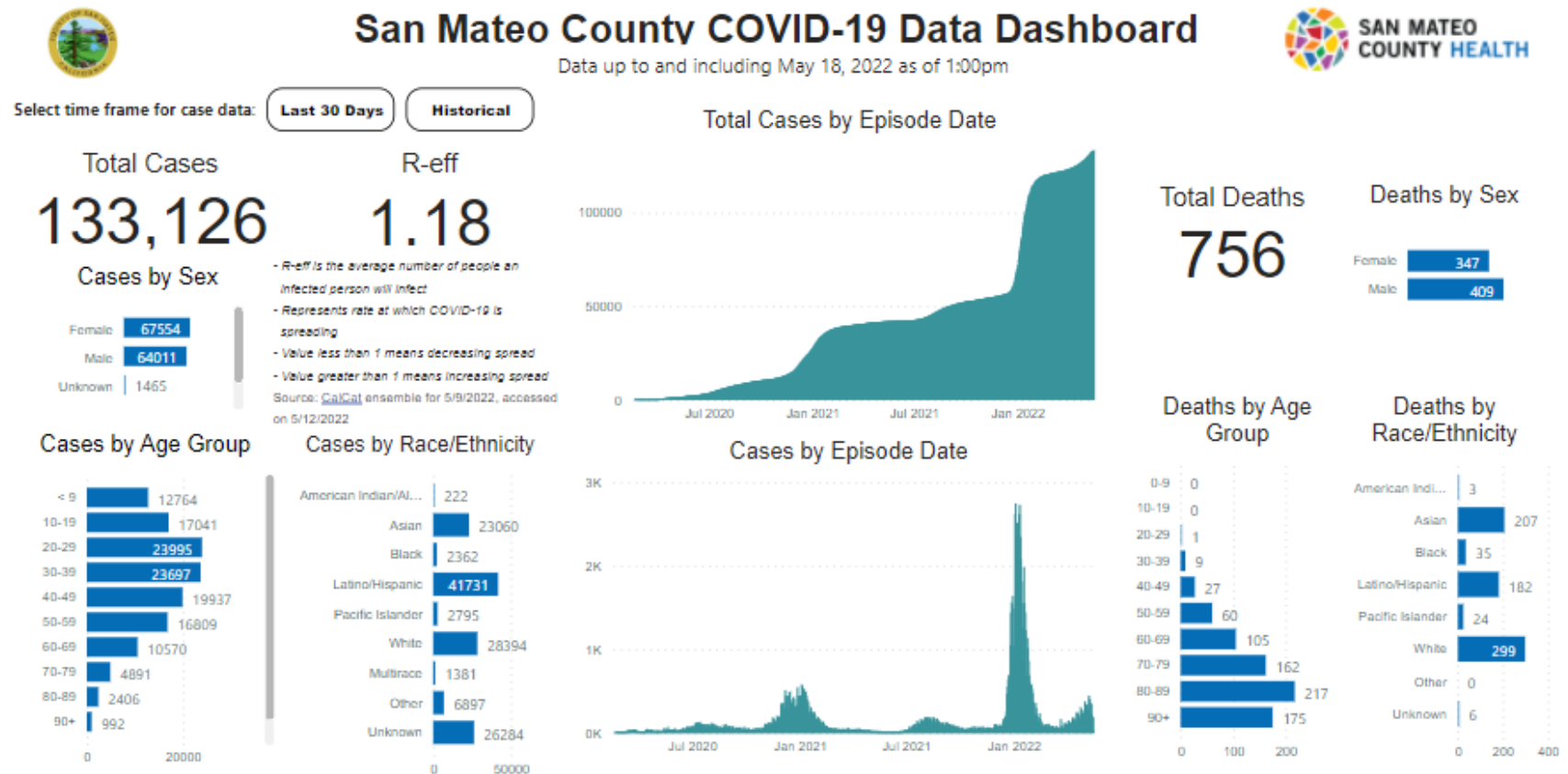
There are no additional expenditures to report for the specific period of this report.

**ENVIRONMENTAL IMPACT:** There is no environmental impact. The action is not a project subject to CEQA. City Council's action is not considered a "Project" per CEQA Guidelines and therefore no further environmental analysis is required.

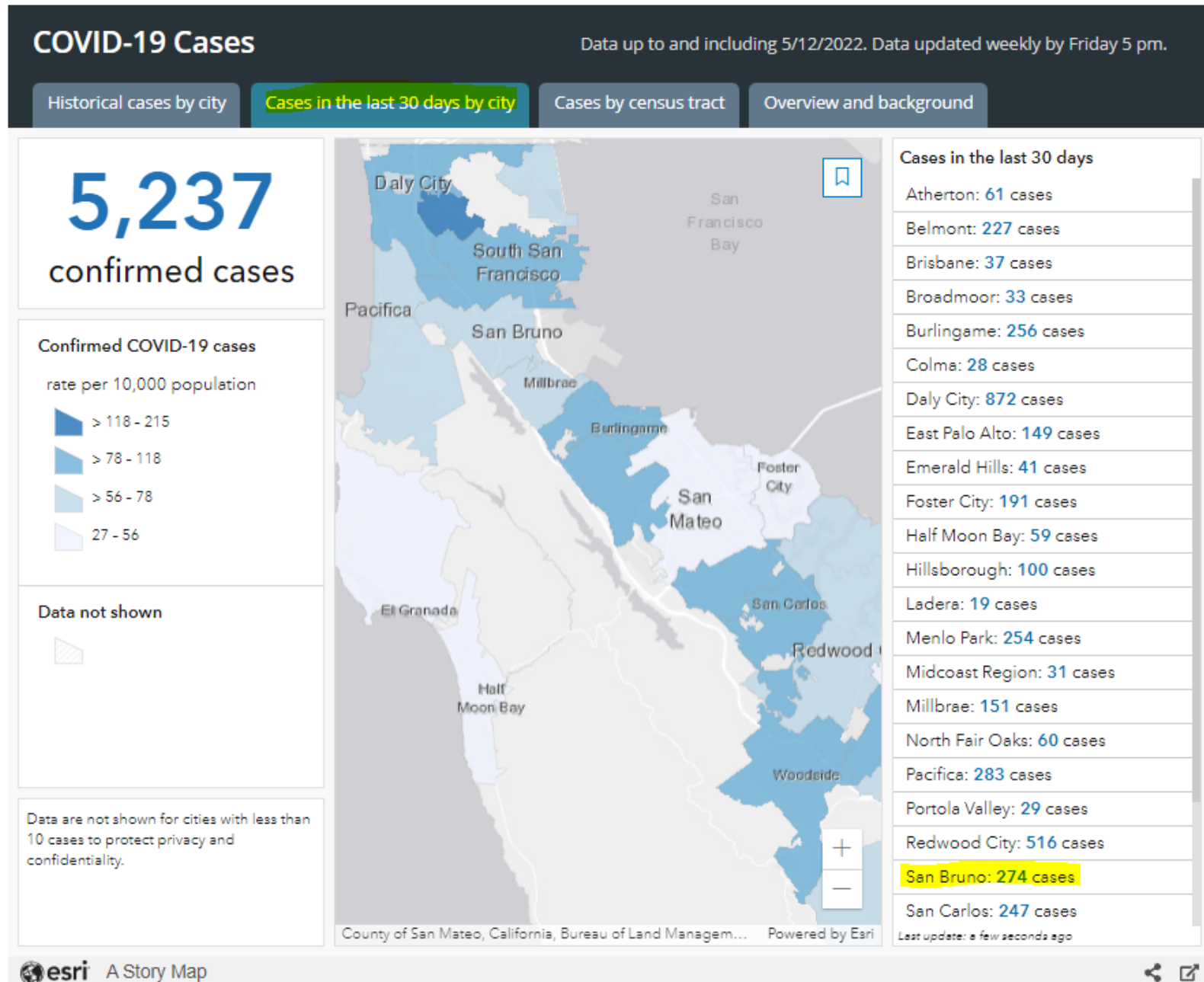
**RECOMMENDATION:** Receive Written Update on the City's Response Efforts to COVID-19

**ALTERNATIVES:** The City of San Bruno's Emergency Operations Center remains activated and there are no alternatives proposed at this time.

**ATTACHMENTS:** 1. San Mateo County Health Department COVID-19 Data Dashboard



Because of limited testing capacity, the number of cases detected through testing represents only a small portion of the total number of likely cases in the County. COVID-19 data are reported as timely, accurately, and completely as we have available. Data are updated as we receive information that is more complete and will change over time as we learn more. Cases are lab-confirmed COVID-19 cases reported to San Mateo County Public Health by providers, commercial laboratories, and academic laboratories, including reporting results through the California Reportable Disease Information Exchange. A lab-confirmed case is defined as detection of SARS-CoV-2 RNA in a clinical specimen using a molecular amplification detection test. Cases are counted by episode date; episode date is defined as the earliest of: case symptom onset date, sample collection date, date of laboratory result, or date of death. Deaths reported in this dashboard include only San Mateo County residents; death data last updated May 12, 2022.



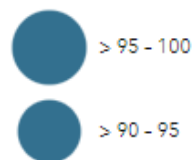
# COVID 19 Vaccinations of San Mateo County Residents as of 5/17/2022

 **699,347**

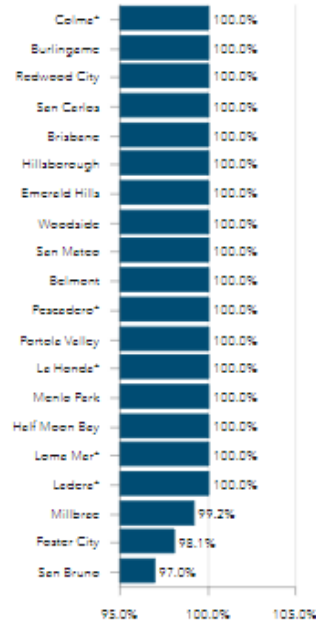
Individuals with at least 1 dose

## COVID 19 Vaccinations

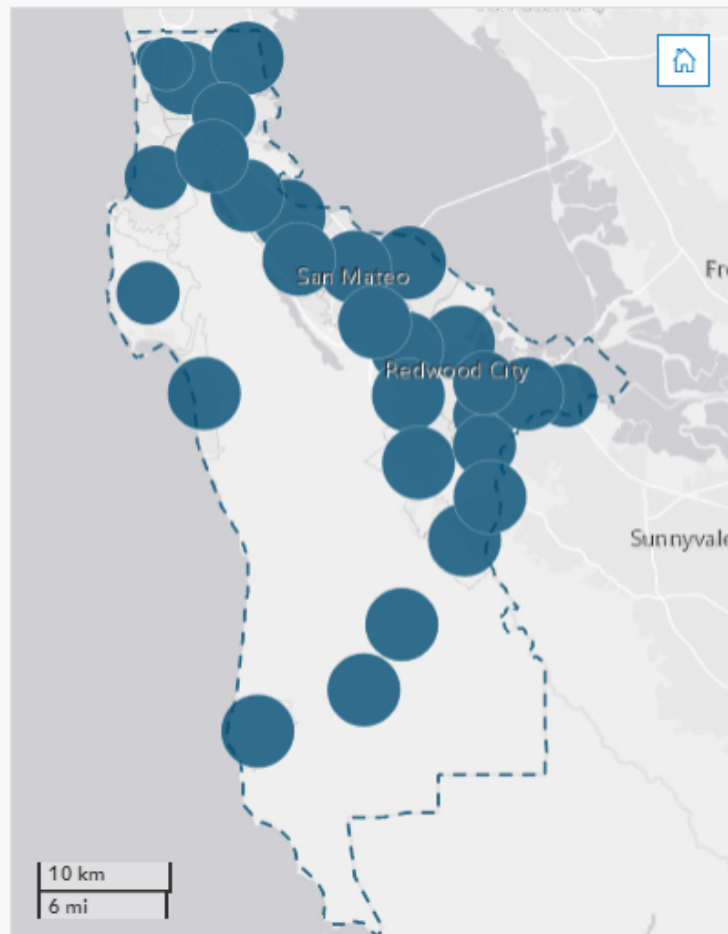
### %5+ Vaccinated



### Top 20 Vaccinated Cities (%5+ Vaccinated)



Vaccinations by city are calculated by geocoding and aggregating self-reported addresses by city or town. In instances where geocoding is not possible (due to missing street addresses), counts of self-reported city of residence are aggregated with counts of geocoded addresses. Vaccinations with addresses that are not successfully geocoded or where city of residence is missing cannot be assigned to a corresponding city. For geographies with smaller populations, such as Pescadero, there is some likely inaccuracy in calculated vaccination rates due to geocoding errors and instability of vaccination counts and population counts. Please interpret this map with caution.



### %5+ Vaccinated

Half Moon Bay: 100.0%

Hillsborough: 100.0%

La Honda\*: 100.0%

Ladera\*: 100.0%

Loma Mar\*: 100.0%

Menlo Park: 100.0%

Midcoast Region: 90.9%

Millbrae: 99.2%

North Fair Oaks: 93.6%

Pacifica: 91.4%

Pescadero\*: 100.0%

Portola Valley: 100.0%

Redwood City: 100.0%

**San Bruno: 97.0%**

San Carlos: 100.0%

San Mateo: 100.0%

South San Francisco: 92.1%

West Menlo Park: 92.6%

Woodside: 100.0%

[Click here for vaccination rates for 10+, 16+, and 65+](#)

\*Population estimates are less precise for towns with small populations. The vaccine eligible population may be higher or lower than the ACS estimate.

County Population 5+ years: 735,951

Note

About

Total Individuals Vaccinated  
**699,347**  
as of  
**5/17/2022**

County Population: **774,990**  
County Population 5+ years: **735,951**  
%5+ years Vaccinated: **>95%**  
%5+ years Series Completed: **88%**  
%12+ years 1st Additional/Booster dose: **65%**  
%50+ years 2nd Booster dose: **21%**  
%65+ years 2nd Booster dose: **28%**

Date Administered

from

8/1/2020

5/17/2022

Individuals Who Completed  
Vaccination Series

**649,488**

% Completed Vaccination Series of  
those with at least 1 dose



Total Vaccine Doses Administered

**1,819,245**

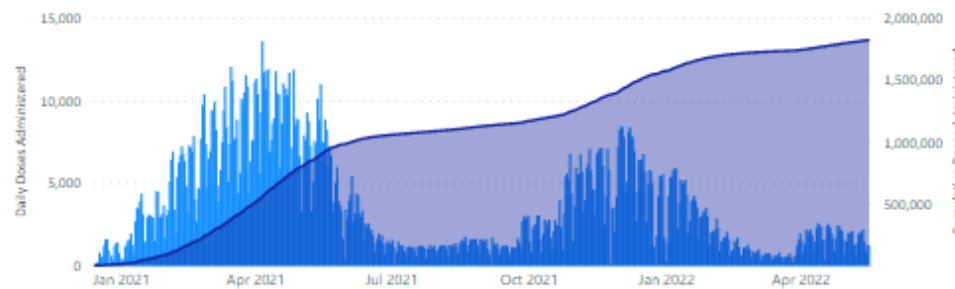
Vaccinations administered as part of federal health care organizations or programs such as the Department of Veterans Affairs (VA) report to federal immunization systems, may not report into CAIR2, and may not be included in vaccination numbers on the dashboard.

## COVID 19 Vaccinations of San Mateo County Residents

Vaccinations for San Mateo County residents are reported to SMC Public Health via the California Immunization Registry (CAIR2). COVID-19 vaccine administration data are reported as timely, accurately, and completely as data become available. Previous data will change as new and updated data are received.

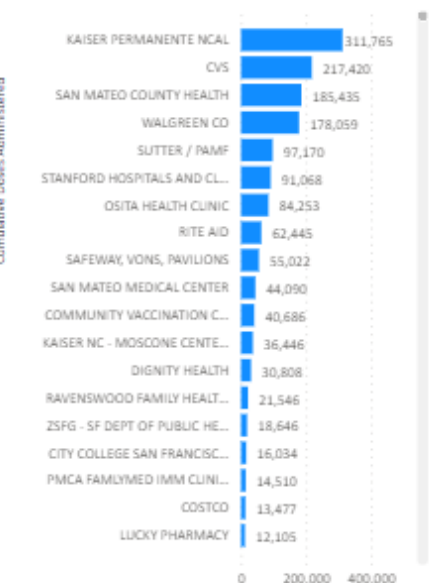
### Vaccine Doses Administered by Date

● Vaccine Doses Administered ● Cumulative Vaccine Doses Administered

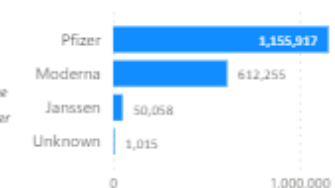


### Recipient Vaccination Status by Date

### Vaccines Administered By



### Vaccines Administered







## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

---

**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Matthew Lee, Public Works Director

**SUBJECT:** Adopt Resolution Authorizing the City Manager to Authorize an Agreement Amendment with TJKM Transportation Consultants for Traffic Engineering Services on an As-Needed Basis in an Amount not to Exceed \$130,000

**BACKGROUND:** With a total street network of approximately 89 centerline miles, the City is responsible for the implementation and operation of all traffic control devices located within public right-of-way such as traffic signals, stop signs and pavement markings. As authorized by the San Bruno Municipal Code, the powers and duties of the traffic engineer consist of determining proper timing of traffic control devices, conducting engineering investigations of traffic conditions, and developing methods to improve traffic conditions. Traffic engineering duties are currently being overseen by the City Engineer with the support of a traffic engineering consultant on an as-needed basis who performs specialized services such as revising signal timing, reviewing development traffic impact analyses, helping to update and execute the City's traffic calming program, evaluating traffic safety and parking requests, reviewing more complex traffic control plans, reviewing traffic related capital improvement projects, performing California Municipal Uniform Traffic Control Device warrant analyses, analyzing requests for additional or enhanced pedestrian crossings, and representing the City on traffic engineering issues at community meetings. The City has been relying on a consultant traffic engineer to provide these services because the position intended to perform these duties has been vacant since April 2020.

TJKM Transportation Consultants have been providing as-needed traffic engineering services since April 2020 when the in-house traffic engineer departed. Prior City Council's authorizations were exhausted by the end of FY 2020-21. In August 2021, the City Manager authorized utilization of \$100,000 in salary savings from the vacant engineering position so that traffic engineering services could continue to be provided. This amount has been fully expended and the utilization of a consultant to provide traffic engineering services continues to be necessary because the City has been unable to attract and recruit a qualified engineer to perform the services described above.

Public Works has been actively recruiting for an Associate Engineer to perform traffic engineering services since March 2020 but has been unable to fill the position. The transportation consultant firm, which consists of staff that have previously worked in other local municipal agencies in the role of traffic engineer, indicated some reasons San Bruno may be unable to attract qualified applicants is due to the classification that the City is trying



to recruit for the expectation level and the noncompetitive salary.

Traffic engineering at the level expected by the City is normally performed at the Senior Engineer level or higher; however San Bruno's authorized personnel budget aligns traffic engineering support at an Associate Engineer level which is one classification below the Senior Engineer. While the position of Senior Engineer is currently not on the San Bruno salary schedule, staff will be recommending the creation of the position and the Associate Engineer for Traffic to a Senior Engineer in the FY 2022-23 Proposed Budget. Doing so will also create a journey level position that is above the Associate Engineer but below the Principal Engineer, which is responsible for management of a division within Public Works, such as capital improvement or land development divisions. Effectively, the salary for a Principal Engineer in San Bruno is 10% - 15% lower than the salary for a Senior Engineer in South San Francisco, San Mateo, and Burlingame. As a result, the salary range that is anticipated for the Senior Engineer classification will continue to make it difficult for San Bruno to attract and retain a qualified traffic engineer, until the overall compensation structure for engineering staff can be aligned to the labor market. As such, staff projects that it will be necessary to continue paying for a consultant to provide this service.

**DISCUSSION:** In March 2020, the City issued a Request for Proposals (RFP) for consultants to perform as needed engineering services in the field of traffic engineering. The RFP was distributed to the traffic engineering consultants on the City's on-call list and an evaluation was conducted based on the following criteria:

- Understanding and approach;
- Qualification and experience of the traffic engineer and firm; and
- Qualifications related to traffic signal design, traffic studies and warrant analysis.

After evaluating the proposals, staff selected TJKM Transportation Consultants to serve in the role of consultant traffic engineer. Their proposal demonstrated a professional, well qualified level of experience and expertise in traffic engineering. Furthermore, the firm's engineer that would be serving as our consultant traffic engineer had recent experience serving as City Traffic Engineer at other Bay Area municipalities including the Cities of Mountain View and Santa Clara.

With the continued need for traffic engineering support by the City, the consultant currently providing support in the role of traffic engineer is recommended to continue serving on an as-needed basis until the engineer position can be filled. However, the initial \$100,000 in salary savings that was previously authorized has since been expended and it is necessary to amend that agreement with \$130,000 of additional funding so that traffic engineering services can continue to be provided through the end of the current fiscal year. The remaining salary savings from the vacant engineer position, which is approximately \$50,000, is proposed to be utilized as well as \$80,000 from the Engineering Section's operating budget which was allocated for this purpose for a total not to exceed amount of \$230,000. This amount is sufficient for the consultant to provide professional traffic engineering services for approximately half time for one year.

Staff will continue to recruit for an engineer to perform the traffic engineering responsibilities. During the upcoming operating budget for FY 2022-23, the position of Associate Engineer will be proposed to be converted to Senior Engineer so that the classification level can be commensurate with the responsibilities and expectations of the position. However, reclassifying the position to the appropriate level may not resolve the issue of attracting qualified candidate with a salary below the compensation provided by surrounding cities. Should recruitment of a qualified engineer continue to be unsuccessful then it will be necessary to enter into a new agreement for FY 2022-23 for a similar amount after the current authorized funds have been expended. The existing agreement with TJKM Transportation Consultants is in the amount of \$100,000. This agreement amendment is in the amount of \$130,000 and will result in a total not to exceed amount of \$230,000. Salary savings in the amount of \$100,000 from the vacant engineer position were already utilized in the existing agreement.

**FISCAL IMPACT:** This agreement amendment will authorize the remaining \$50,000 in salary savings and \$80,000 from the approved Engineering Section's operating budget for consultant services. Hourly rates for contract traffic engineering support is appropriately \$230/hour.

Certain services, such as those for reviewing private land development projects, are directly reimbursable by applicants through developer reimbursement agreements. Pass through costs will not be included in the agreement not to exceed amount as they would not affect the Engineering Section's operating budget.

**ENVIRONMENTAL IMPACT:** The action is not a project subject to CEQA. City Council's action is not considered a "Project" per CEQA Guidelines and therefore no further environmental analysis is required.

**RECOMMENDATION:** Adopt resolution authorizing the City Manager to authorize an agreement amendment with TJKM Transportation Consultants for Traffic Engineering Services on an as-needed basis in an amount not to exceed \$130,000.

**ALTERNATIVES:** 1. Do not authorize award of this contract and defer all traffic engineering services, except on private land development projects, until a qualified engineer can be retained.

**ATTACHMENTS:** 1. Resolution

**RESOLUTION NO. 2022 - \_\_\_\_**

**RESOLUTION AUTHORIZING THE CITY MANAGER TO AUTHORIZE AN AGREEMENT AMENDMENT WITH TJKM TRANSPORTATION CONSULTANTS FOR TRAFFIC ENGINEERING SERVICES ON AN AS-NEEDED BASIS IN AN AMOUNT NOT TO EXCEED \$130,000**

**WHEREAS**, the City is responsible for the implementation and operation of all traffic control devices located within public right of way; and

**WHEREAS**, the City has been relying on a consultant traffic engineer to perform these services until a qualified engineer can be retained to provide these services in house; and

**WHEREAS**, the City has been unable to attract and recruit qualified engineers to perform traffic engineering for the past two years since the departure of the previous engineer in April 2020; and

**WHEREAS**, traffic engineering is normally performed at the Senior Engineer level or higher; and

**WHEREAS**, the salary of an equivalent engineering classification in San Bruno is between one to two classifications below what other cities pay; and

**WHEREAS**, this noncompetitive salary makes it exceedingly difficult for the City to attract and retain qualified engineers; and

**WHEREAS**, in March 2020 the City issued a Request for Proposals for consultants to perform as-needed traffic engineering and TJKM Transportation Consultants was selected to serve in the role of consultant traffic engineer due to their level of experience and expertise in the field of traffic engineering; and

**WHEREAS**, with the continued need for traffic engineering support by the City, TJKM Transportation Consultants is recommended to continue serving in as-needed basis until the vacant engineer position can be filled; and

**WHEREAS**, staff is proposing to reclassify the Associate Engineer position to Senior Engineer to be commensurate with the expectation level of the City but this will not resolve the issue of noncompetitive salary; and

**WHEREAS**, staff will continue to recruit for an engineer to provide traffic engineering services but should the recruitment be unsuccessful then it will be necessary to enter into a new agreement for FY 2022-23 once the authorized funds have been expended; and

**WHEREAS**, the existing agreement with TJKM Transportation Consultants is in the amount of \$100,000; and

**WHEREAS**, this agreement amendment is in the amount of \$130,000 with \$50,000 coming from the vacant engineer salary savings and \$80,000 from the approved Engineering

Section's operating budget for a total not to exceed amount of \$230,000; and

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council authorizes the City Manager to authorize an agreement amendment with TJKM Transportation Consultants for Traffic Engineering Services on an as-needed basis in an amount not to exceed \$130,000.

Dated: May 24, 2022

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I, Vicky Hasha, Deputy City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 24th day of May 2022 by the following vote:

AYES:	Councilmembers:	_____
NOES:	Councilmembers	_____
ABSENT:	Councilmembers:	_____

ATTEST:

\_\_\_\_\_  
Vicky Hasha  
Deputy City Clerk



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan Grogan, City Manager

**PREPARED BY:** Matthew Lee, Director

**SUBJECT:** Adopt Resolution Accepting the Avenues 1-3 Sewer and Water Main Replacement Project as Complete, Authorizing the Filing of Notice of Completion with the San Mateo County Recorder's Office, and Authorizing Release of the Construction Contract Retention in the Amount of \$301,874.95

**BACKGROUND:** The City of San Bruno Water and Sewer Master Plans were approved by the City Council on March 12, 2013 and February 25, 2014, respectively. The City subsequently prepared a 10-year prioritized work plan, which coordinates the individual improvement projects identified in the master plans into sequenced, bundled construction packages. On June 24, 2014, staff provided City Council with a report on the 10-year Improvement Work Plan and presented the following issues that were taken into consideration in developing the overall program priorities:

- Regulatory deadlines that require completion of sewer capacity projects.
- Sewer condition assessments that identify pipelines requiring replacement.
- Replacement of aging and under-sized sewer infrastructure to reduce infiltration/inflow and ongoing maintenance needs.
- Replacement of aging and under-sized water infrastructure that will improve fire flow reliability and reduce pipeline leaks

Based on these considerations, priorities were developed to focus on the following:

- Implement and complete sewer capacity projects to meet regulatory completion deadlines.
- Replace oldest infrastructure in the downtown area and surrounding neighborhoods.

The Avenues 1-3 Sewer and Water Replacement Project (Project) was identified as one of the projects in the City's work plan.

This Project consisted of installing new water pipeline, new sewer pipeline, and rehabilitating sewer pipeline along various streets and easements bounded by Huntington Avenue, San Felipe Avenue, El Camino Real, Taylor Avenue, and Florida Avenue. Both the sewer and water pipelines were scheduled to be replaced concurrently to minimize construction impacts to the public.

The completion of this Project provides residents with a more reliable water and sewer infrastructure that will prevent future water main breaks and sewer overflows and an improved roadway surface.

On April 14, 2020, the City Council approved a construction contract with Ranger Pipelines, Inc. in the amount of \$5,886,901.20 with a construction contingency of \$883,000, and contract with ENGEO for \$150,000 to provide material and compaction testing for a total construction project budget of \$7,903,300. In February 2022, Ranger Pipelines, Inc. completed construction of the Avenues 1-3 Sewer and Water Replacement Project.

On June 22, 2021, the City council approved an agreement amendment with West Yost in the amount of \$20,000 due to several unforeseen conditions involving conflicting utilities related to the storm drain culvert, PG&E, AT&T and sewer alignments; coordination with the California State Water Resources - Division of Drinking Water (DDW) necessary to ensure compliance with drinking water guidelines and to obtain a water separation approval letter.

**DISCUSSION:** In February 2022, Ranger Pipelines, Inc. completed construction of the Avenues 1-3 Sewer and Water Replacement Project. The Project installed approximately 7,200 feet of water pipeline, 7,800 feet of sewer pipeline, and rehabilitated approximately 1,500 feet of sewer pipeline. Additionally, the existing pavement was rehabilitated and accessible curb ramps installed.

Change orders were issued to Ranger Pipelines, Inc. during the construction due to unforeseen conditions, work scope changes and additional work requests by the City. The change orders included work related to additional stripping, red curb painting, additional traffic signs, concrete construction, water and sewer connections and reconfigurations, concrete cap over shallow pipelines, potholing, sewer spot repairs on lines planned for rehabilitation, additional drain inlets required to maintain accessible curb ramp requirements, and resolving utility conflicts with existing box culvert. The change orders with quantities adjustment totaled \$150,597.82 which is approximately 2.6% of the original contract amount.

All construction work as part of this contract has been completed to the satisfaction of the City's project management team. There are no unresolved stop notices or outstanding construction claims for this project. The construction contract requires a 5% retention, which totals \$301,874.95, be withheld by the City. Staff recommends that the City Council accept the project as complete, authorize filing a Notice of Completion with the San Mateo County Recorder's Office, and approve release of the contract retention.

**FISCAL IMPACT:** The total approved project budget which included design, Ranger Pipelines, Inc. contract, ENGEO contract for material testing services, project contingency, and staff project and construction management during construction was \$7,903,300. As detailed below, the total expenditure for the project was approximately \$7,209,100. The project has a realized cost savings of approximately \$694,200. The remaining budget of

approximately \$517,100 will be returned to the Wastewater Enterprise Fund and \$177,100 to the Water Capital Fund.

<b>Description</b>	<b>Expenditure</b>
Design and Construction Support Contract (West Yost)	\$ 403,352.00
Staff Project Management (Design Phase)	\$ 127,527.18
Construction Contract (Ranger Pipelines, Inc. )	\$ 6,037,499.02
Material and Compaction Testing (Smith Emery)	\$ 142,331.74
Staff Project and Construction Management and Inspection (Construction Phase)	\$ 496,819.86
Reproduction & Advertisement	\$ 1,558.05
<b>TOTAL</b>	<b>\$ 7,209,087.85</b>

**ENVIRONMENTAL IMPACT:** The action is not a project subject to CEQA. City Council's action is not considered a "Project" per CEQA Guidelines and therefore no further environmental analysis is required.

**RECOMMENDATION:** Adopt resolution accepting the Avenues 1-3 Sewer and Water Main Replacement Project as complete, authorizing the filing of Notice of Completion with the San Mateo County Recorder's Office, and authorizing release of the construction contract retention in the Amount of \$301,874.95.

**ALTERNATIVES:** 1. Do not accept the construction contract as complete and do not authorize filing of a Notice of Completion.

**ATTACHMENTS:** 1. Resolution  
2. Project Acceptance Information Form

**RESOLUTION NO. 2022 - \_\_\_\_**

**RESOLUTION ACCEPTING THE AVENUES 1-3 SEWER AND WATER REPLACEMENT PROJECT AS COMPLETE, AUTHORIZING THE FILING OF NOTICE OF COMPLETION WITH THE SAN MATEO COUNTY RECORDER'S OFFICE, AND AUTHORIZING RELEASE OF THE CONSTRUCTION CONTRACT RETENTION IN THE AMOUNT OF \$301,874.95**

**WHEREAS**, the City's Capital Improvement Program (CIP) included a water and wastewater improvement project to replace the water and sewer mains located along various streets and easements bounded by Huntington Avenue, San Felipe Avenue, El Camino Real, Taylor Avenue, and Florida Avenue; and

**WHEREAS**, the Avenues 1-3 Sewer and Water Replacement Project is an established CIP project funded through Water and Wastewater Capital funds with a total approved project budget of \$7,903,300 which included design, construction, staff management, project contingency, construction management and inspection services, and material testing; and

**WHEREAS**, change orders in the total amount of \$150,597.82 were issued for items such as additional stripping, red curb painting, additional traffic signs, concrete construction, water and sewer connections and reconfigurations, concrete cap over shallow pipelines, potholing, sewer spot repairs on lines planned for rehabilitation, additional drain inlets required to maintain accessible curb ramp requirements, and resolving utility conflicts with existing box culvert; and

**WHEREAS**, the total expenditure for the project is approximately \$7,209,100; and

**WHEREAS**, a total of approximately \$694,200 is remaining in the project budget of which approximately \$517,100 will be returned to the Wastewater Capital Fund and \$177,100 to the Water Capital Fund; and.

**WHEREAS**, all construction work as part of this contract has been completed to the satisfaction of the City's project management team; and

**WHEREAS**, the construction contract requires the filing of a Notice of Completion of this project with the San Mateo County Recorder's Office and release of the construction contract retention in the amount of \$301,874.95 upon the acceptance of the project as complete.

**NOW, THEREFORE, BE IT RESOLVED** that the City Council accepts the Avenues 1-3 Sewer and Water Replacement Project as complete, authorizes the filing of Notice of Completion with the San Mateo County Recorder's Office, and authorizes release of the construction contract retention in the amount of \$301,874.95.

Dated: May 24, 2022



ATTEST:

\_\_\_\_\_  
Vicky Hasha, Deputy City Clerk

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I, Vicky Hasha, Deputy City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 24th day of May 2022 by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_



**PUBLIC WORKS DEPARTMENT**

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**Capital Improvement Program**

**Project Acceptance Information Form**

**As of May 10, 2022**

Contract Name:	Avenues 1-3 Sewer and Water Replacement Project	Contract No.:	11007 31008
Construction Contractor:	Ranger Pipelines, Inc.		
Construction Management and Inspection Services	City staff		

**Project Information:**

Project Description:	This Project consists of installing approximately 7,200 feet of water pipeline, 7,800 feet of sewer pipeline, and rehabilitating approximately 1,500 feet of sewer pipeline along various streets and easements bounded by Huntington Avenue, San Felipe Avenue, El Camino Real, Taylor Avenue, and Florida Avenue.
Construction Contract Award:	Ranger Pipelines, Inc. – April 14, 2020
Start of Construction:	June 2020
Contract Change Orders (CCO):	Change orders were issued to Ranger Pipelines, Inc. during the construction due to unforeseen conditions, work scope changes and additional work requests by the City. The change orders included work related to additional stripping, red curb painting, additional traffic signs, concrete construction, water and sewer connections and reconfigurations, concrete cap over shallow pipelines, potholing, sewer spot repairs on lines planned for rehabilitation, additional drain inlets required to maintain accessible curb ramp requirements, and resolving utility conflicts with existing box culvert. The change orders with quantities adjustment totaled \$150,597.82 which is approximately 2.6% of the original contract amount.
Substantial Completion:	February 2022
Final Completion:	May 2022
Notice of Completion:	Scheduled for filing on May 27, 2022

**Construction Project Costs:**

	<b>Budget</b>	<b>Actual</b>
<b>TOTAL PROJECT</b>	<b>\$ 7,903,253.20</b>	<b>\$ 7,209,087.85</b>
Design Contract (West Yost Associates)	\$ 383,352.00	\$ 403,352.00
Staff Project Management (Design Phase)	\$ 200,000.00	\$ 127,527.18
Construction Contract (Ranger Pipelines, Inc.)	\$ 5,886,901.20	\$ 5,886,901.20
Material and Compaction Testing Services (ENGEO)	\$ 150,000.00	\$ 142,331.74
Contingency	\$ 883,000.00	
Contract Change Orders CCOs	\$ -	\$ 150,597.82
Staff Project and Construction Management and Inspection (Construction Phase)	\$ 400,000.00	\$ 496,819.86
Reproduction & Advertisement	-	\$ 1,558.05



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan Grogan, City Manager

**PREPARED BY:** Matthew Lee, Director

**SUBJECT:** Adopt Resolution Approving the “2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County”; and Authorize the City Manager to Execute such Agreement when Final Execution Copies are Prepared and Distributed by the Bay Area Water Supply and Conservation Agency (BAWSCA)

**BACKGROUND:** Historically, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years. The San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco. These Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County in 1984. Upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” simply referred to as the Water Supply Agreement (WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009.

The Water Supply Agreement (WSA) establishes the terms by which the twenty-six Wholesale Customers purchase water from the San Francisco Regional Water System. The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, the Bay Area Water Supply and Conservation Agency (BAWSCA) and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer Minimum Purchase Quantities. Throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase

Quantities.

Under Article 3 of the Amended and Restated WSA, the San Francisco Public Utilities Commission (SFPUC) agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the "Supply Assurance," and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (ISG). Section 3.04 of the Amended and Restated WSA enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions.

Section 3.07 of the Amended and Restated WSA provides that four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the "Minimum Purchase Customers") may purchase water from sources other than the SFPUC, but they are each obligated to purchase a specific minimum annual quantity of water from the SFPUC, referred to as a "Minimum Purchase requirement". If a Minimum Purchase Customer does not meet its minimum purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in the Amended and Restated WSA. The Amended and Restated WSA does not currently allow a Minimum Purchase Customer to transfer a portion of its minimum purchase requirement and the associated financial obligation to another Wholesale Customer.

In 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated WSA to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers.

**DISCUSSION:** The proposed amendment, shown in Attachment 3, allows Wholesale Customers with ISGs to permanently transfer a portion of Minimum Purchase Quantity through an expedited procedure. The proposed amendment offers the following benefits:

1. Procedural safeguards built into the process by which a Wholesale Customer transfers a portion of its Minimum Purchase Quantity and ISG ensure that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer.
2. A Minimum Purchase Customer may transfer a portion of its Minimum Purchase Quantity within its respective ISG to reduce its financial obligation to pay for imputed sales for Minimum Purchase water that it did not use.
3. Intra-system water transfers are one potential solution to long term water reliability needs among the Wholesale Customers. This expedited, permanent transfer procedure will allow intra-system water transfers of Minimum Purchase Quantity to occur without a contract amendment approved by the Wholesale Customers, thus removing administrative obstacles to such transfers.

4. The Wholesale Customers may increase the 6 MGD cap on the total aggregate amount of Minimum Purchase Quantity that may be transferred by all the Minimum Purchase Customers over the course of one, or multiple, transfers if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future.

San Francisco, acting by and through the SFPUC, approved the 2021 Amended and Restated Water Supply Agreement, as negotiated by BAWSCA, on January 26, 2021, pending approval by the requisite number of the Wholesale Customers.

This Amendment removes an existing barrier for certain agencies to transfer Minimum Purchase obligations with a water transfer and will allow certain agencies to reduce their financial liability related to the cost of water supplies they do not need.

SFPUC has also indicated that approval of this action will assist them in successfully completing CEQA for any future water supply project.

Unanimous approval by the Wholesale Customers is not needed to adopt the modifications in the 2021 Amended and Restated Water Supply Agreement. This action requires supermajority approval by the BAWSCA agencies (2/3 of number (out of a total 26) and 75% in volume of water).

As of May 2022, two thirds of BAWSCA agencies have approved the 2021 Amended and Restated Water Supply Agreement.

**FISCAL IMPACT:** There is no fiscal impact with approving this Agreement Amendment

**ENVIRONMENTAL IMPACT:** This amendment is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct or indirect physical change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)).

In the event the amendment is considered a "project," it would be subject to the categorical exemption for operation, repair, and maintenance of existing facilities (see 14 CCR Section 15301), and the amendment is covered by the "common sense exemption" because there is no possibility that the activity in question may have a significant effect on the environment (see 14 CCR Section 15061(b)(3))

**RECOMMENDATION:** Adopt Resolution approving the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County"; and authorize the City Manager to execute such Agreement when final execution copies are prepared and distributed by the Bay Area Water Supply and Conservation Agency (BAWSCA).

**ALTERNATIVES:**

1. Approve the Agreement Amendment.
2. Do not approve the Agreement Amendment.

**ATTACHMENTS:** 1. Resolution

2. 2021 Proposed Water Supply Agreement (WSA) Amendment Summary Description
3. Redline Comparing the 2018 WSA to Minimum Purchase Amendment Excerpts



**RESOLUTION NO. 2022- \_\_\_\_**

**RESOLUTION APPROVING THE “2021 AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY”; AND AUTHORIZE THE CITY MANAGER TO EXECUTE SUCH AGREEMENT WHEN FINAL EXECUTION COPIES ARE PREPARED AND DISTRIBUTED BY THE BAY AREA WATER SUPPLY AND CONSERVATION AGENCY (BAWSCA)**

**WHEREAS**, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years; and

**WHEREAS**, the San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco (collectively, “the Parties”); and

**WHEREAS**, the Parties entered into the “Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County” in 1984 (1984 Settlement Agreement and Master Water Sales Contract); and

**WHEREAS**, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively referred to as the “Wholesale Customers” or “BAWSCA member agencies”) established the Bay Area Water Supply and Conservation Agency (BAWSCA), as authorized by Water Code Section 81300 et seq.; and

**WHEREAS**, upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the “Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County” (Water Supply Agreement or WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09- 0069, dated April 28, 2009; and

**WHEREAS**, under Article 3 of the Amended and Restated Water Supply Agreement, the SFPUC agrees to deliver water to the Wholesale Customers up to the amount of 184 million gallons per day (MGD), referred to as the “Supply Assurance,” and the Wholesale Customers have allocated shares of the Supply Assurance among themselves, referred to as Individual Supply Guarantees (ISG); and

**WHEREAS**, Section 3.04 of the Amended and Restated Water Supply Agreement enables a Wholesale Customer that has an ISG to transfer a portion of its ISG to one or more other Wholesale Customers, subject to several conditions; and

**WHEREAS**, under Section 3.07 of the Amended and Restated Water Supply Agreement, four Wholesale Customers (Alameda County Water District and the Cities of Milpitas, Mountain View, and Sunnyvale, collectively, the “Minimum Purchase Customers”) may purchase water from sources other than the SFPUC, but they are each obligated to

purchase a specific minimum annual quantity of water from the SFPUC, referred to as a “Minimum Purchase requirement”; and

**WHEREAS**, if a Minimum Purchase Customer does not meet its Minimum Purchase requirement in a particular fiscal year, it must pay the SFPUC for the difference between its metered water purchases during the fiscal year and its minimum annual purchase quantity set forth in Attachment E of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the Amended and Restated Water Supply Agreement does not currently allow a Minimum Purchase Customer to transfer a portion of its Minimum Purchase requirement and the associated financial obligation to another Wholesale Customer; and

**WHEREAS**, in 2017, BAWSCA and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the Water Supply Agreement, and discussing the creation of a process to transfer Minimum Purchase Quantities; and

**WHEREAS**, throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities; and

**WHEREAS**, at the time the Amended and Restated Water Supply Agreement was approved, the Parties expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities; and

**WHEREAS**, in 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated Water Supply Agreement to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers; and

**WHEREAS**, the Parties recognize that, both before and after the most recent statewide drought, after meeting drought-related conservation mandates, several BAWSCA member agencies were unable to meet their respective Minimum Purchase requirements described in Article 3.07 of the Amended and Restated Water Supply Agreement, which requires payment for water up to the required Minimum Purchase level even if such water is not delivered and used; and

**WHEREAS**, several of the Wholesale Customers with Minimum Purchase requirements might be interested in transferring a portion of their Minimum Purchase Quantity within their respective ISGs to reduce the financial obligation to pay for imputed sales for Minimum Purchase water that is not used; and

**WHEREAS**, pursuant to Section 4.06 of the Amended and Restated Water Supply Agreement, by December 31, 2028, San Francisco must complete any necessary California Environmental Quality Act (CEQA) review and must decide whether or not to make San Jose and Santa Clara permanent Wholesale Customers of the Regional Water System with a

combined Individual Supply Guarantee (ISG) of 9 million gallons per day (MGD) allocated equally between the two cities, as well as how much water in excess of 9 MGD it will supply to San Jose and Santa Clara; and

**WHEREAS**, BAWSCA and SFPUC have identified intra-system water transfers as one potential solution to long term water reliability needs among the Wholesale Customers; and

**WHEREAS**, a Minimum Purchase Customer might be more inclined to transfer a portion of its ISG to another Wholesale Customer under Section 3.04 of the Amended and Restated Water Supply Agreement if it was able to include a simultaneous transfer of a portion of its Minimum Purchase requirement and the associated financial obligation; and

**WHEREAS**, allowing simplified permanent intra-system transfers of portions of Minimum Purchase Quantity and ISG will facilitate the development of new water supplies by SFPUC that are necessary to support San Jose and Santa Clara as permanent Wholesale Customers; and

**WHEREAS**, the Parties have developed a process to allow for the transfer of a Wholesale Customer's Minimum Purchase Quantity in conjunction with an ISG transfer pursuant to Section 3.04, which ensures that such transfers will not result in new or different risks to the water supply and financial interests of Wholesale Customers not participating in a transfer; and

**WHEREAS**, the Parties agree that the total aggregate amount of Minimum Purchase Quantity that may be transferred by all of the Wholesale Customers subject to Minimum Purchase requirements as specified in the Amended and Restated Water Supply Agreement, over the course of one or multiple transfers, is limited to 6 MGD; and

**WHEREAS**, if demand for Minimum Purchase Quantity transfers exceeds 6 MGD in the future, the Parties agree to consider further amending Section 3.04 of the Amended and Restated Water Supply Agreement to increase the total aggregate cap on the amount of Minimum Purchase Quantity that may be transferred; and

**WHEREAS**, a proposed transfer that does not meet the requirements of Section 3.04 of the Amended and Restated Water Supply Agreement, as amended by this Resolution, may be presented as an amendment to the Amended and Restated Water Supply Agreement pursuant to Section 2.03 of the Amended and Restated Water Supply Agreement; and

**WHEREAS**, the amendment considered now is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct or indirect physical change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)); and

**WHEREAS**, in the event the amendment is considered a "project," it would be subject to the categorical exemption for operation, repair, and maintenance of existing facilities (see 14 CCR Section 15301), and the amendment is covered by the "common sense exemption" because there is no possibility that the activity in question may have a significant effect on the environment (see 14 CCR Section 15061(b)(3)).

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby:

- Approves the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County"; and authorizes the City Manager to execute such Agreement when Final Execution copies are prepared and distributed by the Bay Area Water Supply and Conservation Agency (BAWSCA).

Dated: May 24, 2022

ATTEST:

\_\_\_\_\_  
Vicky Hasha, Deputy City Clerk

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I, Vicky Hasha, Deputy City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 24th day of May 2022 by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

DECEMBER 2021

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## KEY AMENDMENT BENEFITS

- ✓ Provides an Expedited Process for Certain Types of Transfers
- ✓ Removes a Barrier to Maximizing Local Supplies
- ✓ Allows for Increased Purchases of RWS Supplies Resulting in a Reduced Unit Cost of Water to All Wholesale Customers
- ✓ Overcomes a Hurdle for Greater Use of Existing RWS Supply
- ✓ Protects the Financial and Water Supply Interests of All Wholesale Customers

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## MINIMUM ANNUAL PURCHASE QUANTITY (MGD):

ACWD	7.648
Milpitas	5.341
Mountain View	8.930
Sunnyvale	8.930
Total:	30.849

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## PROPOSED CONTRACT AMENDMENT Regarding the Minimum Annual Purchase Quantity

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### What Contract is Being Amended and Who Are the Parties?

The 2018 Amended and Restated Water Supply Agreement between the City and County of San Francisco and the Wholesale Customers in Alameda, San Mateo, and Santa Clara Counties (WSA).

**What Does the WSA Govern?** The WSA governs the supply of 184 million gallons of water per day (MGD), on an annual average basis, from the San Francisco Regional Water System (RWS) to the Wholesale Customers. The WSA also establishes rules and requirements for water purchases and transfers between the Wholesale Customers.

**Why is This Amendment Proposed?** In 2019, the Wholesale Customers directed BAWSCA to draft a proposed WSA amendment to provide a procedure for expedited and permanent transfers of Minimum Annual Purchase Quantity (Minimum Purchase) requirements, while safeguarding the financial and water supply interests of Wholesale Customers not participating in such transfers.

**What is a Minimum Purchase Requirement?** When the WSA was developed, four agencies with access to sources of supply not available to either San Francisco or the other Wholesale Customers at the time were required to purchase a “minimum annual quantity of water” from the RWS. Those four multi-source agencies are Alameda County Water District (ACWD), Milpitas, Mountain View, and Sunnyvale (Minimum Purchase Agencies).

These four Minimum Purchase Agencies are subject to a “take or pay” Minimum Purchase requirement, which guarantees an ongoing financial stake in the RWS and ensures financial stability for all Wholesale Customers as well as San Francisco retail customers that rely on the RWS. The total Minimum Purchase requirement is 30.849 MGD. Any change to the Minimum Purchase requirement necessitates an amendment to the WSA.

**Why Amend the Minimum Purchase Requirement?** The Wholesale Customers desire to remove obstacles to water transfers between individual member agencies. One such obstacle is the Minimum Purchase requirements. Establishing a means by which a Minimum Purchase requirement could be linked to a proposed water transfer would effectively remove that obstacle.

**What Does the Proposed Minimum Purchase Amendment Do?** The proposed amendment provides a contractual vehicle for Wholesale Customers with an Individual Supply Guarantee (ISG) to participate in a paired, expedited, and permanent transfer of a portion of ISG and Minimum Purchase.

**Is There a Limit to the Quantity of Minimum Purchase That Can Be Transferred?** Only 6 MGD of the total Minimum Purchase requirement may be transferred pursuant to this “pre-approved” pathway.

Additionally, Minimum Purchase Agencies may transfer no more than 50% of their total Minimum Purchase requirement. A future WSA amendment may increase these caps if demand for additional transfers exceeds these limits.

**What Are the Benefits of the Minimum Purchase Amendment?** The proposed amendment offers several benefits and solutions for the Wholesale Customers:

- ✓ Removes an existing barrier for a Minimum Purchase Agency to reduce the financial liability associated with the cost of imputed sales for Minimum Purchase water that is not use.
- ✓ Overcomes a hurdle for greater use of current RWS supply by enabling additional transfers between eligible Wholesale Customers.
- ✓ Increased purchases from the RWS result in reduced unit costs for all Wholesale Customers.
- ✓ Water transfers between Wholesale Customers offer potential water supply to meet needs for new developments within the BAWSCA service area.
- ✓ As indicated by the San Francisco Public Utilities Commission (SFPUC), maximizing the use of existing supplies through transfers facilitates the development of new supplies necessary to support San Jose and Santa Clara as permanent customers.

**Will the Proposed Amendment Result in New or Increased Risks to the Wholesale Customers?**

No. The proposed amendment protects the financial and water supply interests of Wholesale Customers not participating in transfers.

- ✓ The total Minimum Purchase remains the same regardless of transfers.
- ✓ Transferees must pay imputed sales for any transferred Minimum Purchase that is unused once the transfer becomes effective.
- ✓ Transferees must prove long-term demand for the transferred Minimum Purchase, beyond their average use over the five years prior to the transfer, for a period of three consecutive years before taking on a permanent Minimum Purchase requirement.
- ✓ Absent unchecked unlawful conduct, there is no new or different water supply reliability risk to non-participating agencies given (1) existing water use and (2) legal and contractual obligations.
- ✓ Absent unchecked unlawful conduct, there is no new or different financial risk as a result of this proposed amendment in the event of significant economic downturn based on (1) available transfer market and water use patterns and (2) current risks based on existing contract provisions that will remain unchanged by the proposed amendment.

**What Are the Risks of Not Approving the Minimum Purchase Amendment?** Neglecting to adopt the proposed amendment may hinder SFPUC's ability to implement new water supply projects necessary to (1) support San Jose and Santa Clara as permanent customers and (2) offset Bay Delta Plan/Tuolumne River Voluntary Agreement implementation. The development of new water supplies will be subject to CEQA. Showing that existing water available in the RWS is underutilized could hinder environmental approvals.

Without this proposed amendment, any transfer of a portion of Minimum Purchase among Wholesale Customers would require a new amendment to the WSA adopted by each Wholesale Customer's governing body in a separate action. This significant barrier to implementing transfers may prevent Minimum Purchase Agencies from pursuing these more challenging water transfers, reduce opportunities to provide cost-effective water supplies to new developments within the service area, and discourage maximum use of local supplies and conservation.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
TO MINIMUM PURCHASE AMENDMENT: SECTIONS 3.04, 3.07, AND 2.03**

**3.04 Permanent Transfers of Individual Supply Guarantees and Minimum Annual Purchase Quantities**

A. A Wholesale Customer that has an Individual Supply Guarantee may transfer a portion of it to one or more other Wholesale Customers, as provided in this section.

B. Transfers of a portion of an Individual Supply Guarantee must be permanent, as opposed to temporary or time-limited. Notwithstanding the previous sentence, a portion of an Individual Supply Guarantee that has been transferred under this section may be included in another transfer under this section at a later date. The minimum quantity that may be transferred is 1/10th of a MGD.

C. Transfers of a portion of a Minimum Annual Purchase Quantity may be included in transfers of a portion of an Individual Supply Guarantee and are subject to the same requirements for Individual Supply Guarantee transfers in this section as well as the following conditions:

1. Transferor of Minimum Annual Purchase Quantity. A Wholesale Customer subject to the minimum annual purchase requirements of Section 3.07.C may transfer both a portion of its Individual Supply Guarantee and a portion of its Minimum Annual Purchase Quantity to one or more Wholesale Customers that have an Individual Supply Guarantee. The process by which such a transfer may be proposed and approved is set forth in subparts D and E of this section. A Wholesale Customer that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than half (50%) of its Minimum Annual Purchase Quantity as first specified in Attachment E at the start of the Term of this Agreement. Wholesale Customers that had a Minimum Annual Purchase Quantity at the start of the Term of this Agreement may not cumulatively transfer, over the course of one or multiple transfers, more than 6 MGD of the total aggregate Minimum Annual Purchase Quantity specified in Attachment E at the start of the Term of this Agreement. A Wholesale Customer that received a Minimum Annual Purchase Quantity through a transfer under this section may cumulatively transfer, over the course of one or multiple transfers, a portion of or all of the Minimum Annual Purchase Quantity it received pursuant to this section. The effect of such a transfer will be a reduction in the transferor's Individual Supply Guarantee, specified in Attachment C, and a reduction in the transferor's

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
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Minimum Annual Purchase Quantity, specified in Attachment E. The SFPUC and BAWSCA will update Attachments C and E to reflect such changes, pursuant to Section 3.04.F. The reduction in the transferor's permanent Minimum Annual Purchase Quantity shall become effective in the same fiscal year in which the transfer becomes effective.

2. Transferee of Minimum Annual Purchase Quantity. A Wholesale Customer that has an Individual Supply Guarantee may be the recipient, or transferee, of both a portion of Individual Supply Guarantee and a portion of Minimum Annual Purchase Quantity from another Wholesale Customer that has an Individual Supply Guarantee, whether or not the transferee is already subject to the minimum annual purchase requirements of Section 3.07.C. When such a transfer is approved and effective, the transferee will initially have a revised Individual Supply Guarantee and a Temporary Modified Minimum Annual Purchase Quantity, which will be reflected on Attachments C and E-1, respectively, pursuant to Section 3.04.F. A Temporary Modified Minimum Annual Purchase Quantity will become effective in the same fiscal year in which the transfer becomes effective. The transferee's Temporary Modified Minimum Annual Purchase Quantity will ultimately be replaced by a permanent Minimum Annual Purchase Quantity, as described in this sub-section, which will be reflected on Attachment E pursuant to Section 3.04.F.

3. Calculation of Temporary Modified Minimum Annual Purchase Quantity. The Temporary Modified Minimum Annual Purchase Quantity that a transferee receives from a transfer under this sub-section is the sum of (1) the average annual (fiscal year) quantity of water purchased by the transferee from the SFPUC (plus Imputed Sales, if applicable) in the most recent five previous non-drought fiscal years, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. For this calculation, the five previous non-drought fiscal years need not be consecutive. Notwithstanding the preceding sentences in this paragraph, if a transferee has an existing Temporary Modified Minimum Annual Purchase Quantity at the time of a new transfer under this sub-section, the transferee's new Temporary Modified Minimum Annual Purchase Quantity under the new transfer will be the sum of (1) the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. Attachment E-2 contains sample calculations of the Temporary Modified Minimum Annual Purchase Quantity for transferees who are subject to, or not yet subject to, the minimum annual purchase requirements of Section 3.07.C.



**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
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4. Duration and Expiration of Temporary Modified Minimum Annual Purchase Quantity.

a. Once a transfer under this sub-section is approved and effective, the transferee is required to purchase from the SFPUC its Temporary Modified Minimum Annual Purchase Quantity until the quantity of water delivered annually to the transferee by the SFPUC meets or exceeds the Temporary Modified Minimum Annual Purchase Quantity for three consecutive fiscal years. It may take many years for the quantity of water delivered to meet or exceed this amount. The transferee's Temporary Modified Minimum Annual Purchase Quantity is subject to waiver by the SFPUC as described in Section 3.07.C. However, even in the event of such a waiver, a fiscal year in which the transferee still purchases from the SFPUC an amount of water that meets or exceeds its Temporary Modified Minimum Annual Purchase Quantity will count as a fiscal year in which the transferee has met or exceeded its Temporary Modified Minimum Annual Purchase Quantity for the purposes of this paragraph.

b. Once the quantity of water delivered to the transferee by the SFPUC reaches the milestone described in the preceding paragraph, the transferee will no longer be subject to the Temporary Modified Minimum Annual Purchase Quantity. Instead, the transferee will have a new permanent Minimum Annual Purchase Quantity, which will equal the sum of (1) its previous Minimum Annual Purchase Quantity, if applicable, plus (2) the relevant reduction in the transferor's Minimum Annual Purchase Quantity. The transferee's new permanent Minimum Annual Purchase Quantity will be reflected on Attachment E, and its expired Temporary Modified Minimum Annual Purchase Quantity will be removed from Attachment E-1, pursuant to Section 3.04.F. Any other Temporary Modified Minimum Annual Purchase Quantities of the transferee will remain in effect on Attachment E-1.

D. Transfers of portions of Individual Supply Guarantees, including transfers of portions of Minimum Annual Purchase Quantities, are subject to approval by the SFPUC.

SFPUC review is limited to determining (1) whether a proposed transfer complies with the Act, and (2) whether the affected facilities in the Regional Water System have sufficient capacity to accommodate delivery of the increased amount of water to the proposed transferee.

E. The participants in a proposed transfer shall provide written notice to the SFPUC and BAWSCA specifying (1) the amount of the Individual Supply Guarantee proposed to be transferred, (2) the proposed effective date of the transfer, which shall not be less than 60 days

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after the notice is submitted to the SFPUC, and (3) the Individual Supply Guarantees of both participants resulting from the transfer. [If a proposed transfer includes the transfer of a portion of Minimum Annual Purchase Quantity, then the participants will provide additional written notice specifying \(4\) the amount of the Minimum Annual Purchase Quantity proposed to be transferred, \(5\) transferee's Temporary Modified Minimum Annual Purchase Quantity and permanent Minimum Annual Purchase Quantity under the transfer, and \(6\) the transferor's new Minimum Annual Purchase Quantity under the transfer.](#) The SFPUC may require that the participants in any proposed transfer provide additional information reasonably necessary to evaluate the operational impacts of the ~~transfer~~ proposed transfer and any additional information that will assist the SFPUC in its review of the proposed transfer. The SFPUC will not unreasonably withhold or delay its approval of a proposed transfer; if the SFPUC does not act on the written notice provided by the participants within 60 days, the transfer will be deemed to have been approved. An approved transfer becomes effective on the proposed effective date set forth in the written notice of the proposed transfer provided to the SFPUC and BAWSCA.

F. Within 30 days after the transfer has become effective, both the transferor and the transferee will provide written notice to the SFPUC and BAWSCA. By September 30 of each year during the Term, the SFPUC and BAWSCA will prepare an updated Attachment C, and updated Attachments E and E-1 where applicable, to reflect the effects of transfers occurring during the immediately preceding fiscal year. By September 30 of each year during the Term, the Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under this Section will be amended with the written concurrence of San Francisco and those Wholesale Customers to reflect the effects of transfers occurring during the immediately preceding fiscal year, as necessary.

G. Amounts transferred will remain subject to pro rata reduction under the circumstances described in Section 3.02.C and according to the formula set forth in Attachment D.

H. A proposed transfer that does not satisfy the requirements of this section may be presented as an amendment to this Agreement pursuant to Section 2.03.

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
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**3.07 Restrictions on Purchases of Water from Others; Minimum Annual Purchases**

A. Each Wholesale Customer (except for Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale) agrees that it will not contract for, purchase or receive, with or without compensation, directly or indirectly, from any person, corporation, governmental agency or other entity, any water for delivery or use within its service area without the prior written consent of San Francisco.

B. The prohibition in subsection A does not apply to:

1. recycled water;
2. water necessary on an emergency and temporary basis, provided that the Wholesale Customer promptly gives San Francisco notice of the nature of the emergency, the amount of water that has been or is to be purchased, and the expected duration of the emergency; or
3. water in excess of a Wholesale Customer's Individual Supply Guarantee.

C. Alameda County Water District and the cities of Milpitas, Mountain View and Sunnyvale may purchase water from sources other than San Francisco, provided that San Francisco shall require that each purchase a minimum annual quantity of water from San Francisco. ~~These minimum quantities~~Minimum Annual Purchase Quantities are set out in Attachment E and shall also be included in the Individual Water Sales Contracts between San Francisco and each of these four Wholesale Customers. ~~The minimum purchase requirement in these Individual Water Sales Contracts~~Pursuant to Section 3.04, certain Wholesale Customers may also be required to purchase Temporary Modified Minimum Annual Purchase Quantities, set out in Attachment E-1, from San Francisco. Attachment E will be updated pursuant to Section 3.04 to reflect any reduction in existing Minimum Annual Purchase Quantities and any addition of new Minimum Annual Purchase Quantities when Temporary Modified Minimum Annual Purchase Quantities expire and are removed from Attachment E-1; Individual Water Sales Contracts between San Francisco and any Wholesale Customers who are participants in a transfer under Section 3.04 will similarly be amended, as necessary. After the end of each fiscal year, the SFPUC will send a written notice to each Wholesale Customer that is subject to the minimum annual purchase requirements of this section with a copy to BAWSCA. The notice will include: (1) the quantity of water delivered to the Wholesale Customer during the previous fiscal year; (2) whether or not the Wholesale Customer met its minimum annual purchase

**REDLINE COMPARING 2018 AMENDED AND RESTATED WATER SUPPLY AGREEMENT  
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requirement under this section; (3) any Imputed Sales charged to the Wholesale Customer; and  
(4) the status of any Temporary Modified Minimum Annual Purchase Quantity of the Wholesale  
Customer, if applicable. The minimum annual purchase requirements set out in Attachments E  
and E-1 will be waived during a Drought or other period of water shortage if the water San  
Francisco makes available to these Wholesale Customers is less than its ~~minimum-purchase~~  
~~quantity~~-Minimum Annual Purchase Quantity, and may be waived during a state of emergency  
declared by the Governor of California that impacts water supply use or deliveries from the  
Regional Water System.

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**2.03 Amendments**

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**C. Amendments to Attachments.** The following attachments may be amended with the written concurrence of San Francisco and BAWSCA on behalf of the Wholesale Customers:

<u>Attachment</u>	<u>Name</u>
<u>C</u>	<u>Individual Supply Guarantees (amendments reflecting section 3.04 transfers only)</u>
<u>E</u>	<u>Minimum Annual Purchase Quantities (amendments reflecting section 3.04 transfers only)</u>
<u>E-1</u>	<u>Temporary Modified Minimum Annual Purchase Quantities</u>
G	Water Quality Notification and Communications Plan (2019 Update of 2017 Plan, Rev. 6)
J	Water Use Measurement and Tabulation
L-1	Identification of WSIP Projects as Regional/Retail
N-1	Balancing Account/Rate Setting Calculation Table
N-2	Wholesale Revenue Requirement Schedules
N-3	Schedule of Projected Water Sales, Wholesale Revenue Requirement and Wholesale Rates
P	Management Representation Letter
R	Classification of Existing System Assets (Subject to Section 5.11)

Amendments to these attachments shall be approved on behalf of San Francisco by the Commission and on behalf of BAWSCA by its Board of Directors, unless the Commission by resolution delegates such authority to the General Manager of the SFPUC or the Board of Directors by resolution delegates such authority to the General Manager/CEO of BAWSCA.



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Matthew Lee, Public Works Director

**SUBJECT:** Adopt Resolution Approving a Minimum Water Purchase Transfer Between the City of East Palo Alto and the City of Mountain View regarding the 2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County

### **BACKGROUND:**

At this meeting, the Council is also considering the "2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" ("2021 WSA") as amended to allow Wholesale Customers with ISGs to permanently transfer a portion of Minimum Purchase Quantity through an expedited procedure.

In conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approves, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into at transfer of 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met. Because the 2017 Mountain View/East Palo Alto ISG transfer pre-dates the Minimum Purchase Amendment, the Mountain View/East Palo Alto Minimum Purchase Transfer must be accomplished separately from the adoption of the Minimum Purchase Amendment.

This action primarily affects the transfer of Minimum Purchase Quantity between the agencies of East Palo and Mountain View and does not have a direct impact on the water supply guarantees or operations for the City of San Bruno.

Historically, water supply agencies in Alameda, San Mateo, and Santa Clara Counties have purchased water from the City and County of San Francisco (San Francisco) for many years. The San Francisco Public Utilities Commission (SFPUC or Commission) operates the Regional Water System, which delivers water to communities in Alameda, San Mateo, and Santa Clara Counties, as well as to customers within San Francisco. These Parties entered into the "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa

Clara County and Alameda County in 1984. Upon expiration of the 1984 Settlement Agreement and Master Water Sales Contract, the Parties entered into the "Water Supply Agreement between San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County" simply referred to as the Water Supply Agreement (WSA) on July 1, 2009, authorized by SFPUC Resolution No. 09-0069, dated April 28, 2009.

In June 2009, San Bruno, entered into a Water Supply Agreement with the City and County of San Francisco (San Francisco) and Wholesale Customers in Alameda County, San Mateo County and Santa Clara County (WSA). The WSA establishes the terms by which the twenty-six Wholesale Customers purchase water from the San Francisco Regional Water System. The WSA builds upon the 1984 "Settlement Agreement and Master Water Sales Contract between the City and County of San Francisco and Certain Suburban Purchasers in San Mateo County, Santa Clara County and Alameda County."

In September 2017, the Bay Area Water Supply and Conservation Agency (BAWSCA) and the Water Management Representatives (WMRs) of the BAWSCA member agencies began reviewing the issue of Minimum Purchase Quantities, as described in Section 3.07.C of the WSA, and discussing the creation of a process to transfer Minimum Purchase Quantities. Throughout 2017 and 2018, the WMRs held multiple meetings during which the agencies currently subject to Minimum Purchase Quantity requirements and the other Wholesale Customers shared their interests and concerns regarding changes to the Minimum Purchase Quantity requirements and allowing transfers of Minimum Purchase Quantities.

In 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Purchase Quantity to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA. Therefore, the parties elected to execute a water rights transfer agreement by which East Palo Alto agreed to pay Mountain View \$5 million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto.

BAWSCA agencies approved the Amended and Restated WSA in 2019, at which time the Wholesale Customers expressed a collective interest in working together to develop a process for the expedited and permanent transfer of Minimum Purchase Quantities. The Amended and Restated WSA does not currently allow a Minimum Purchase Customer to transfer a portion of its minimum purchase requirement and the associated financial obligation to another Wholesale Customer.

In 2019, the Wholesale Customers directed BAWSCA to draft a proposed amendment to the Amended and Restated WSA to provide a procedure for expedited and permanent transfers of Minimum Purchase Quantities that safeguards the financial and water supply interests of Wholesale Customers not participating in such transfers. In 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase Quantity to East Palo Alto.

The Councils of East Palo Alto and Mountain View each approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD

of Mountain View's Minimum Purchase Quantity to East Palo Alto, in increments of 0.25 MGD, subject to the City Councils' approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco. East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing a 0.25 MGD transfer of Mountain View's Minimum Purchase Quantity to East Palo Alto.

#### **DISCUSSION:**

The proposed amendment would provide advance approval for the conversion of up to 1.0 MGD of Mountain View's ISG, sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's ISG plus up to 1.0 MGD of Mountain View's Minimum Purchase Quantity to East Palo Alto, in 0.25 MGD increments, if all the following terms and conditions are satisfied:

- a. Mountain View will transfer up to 1.0 MGD of its Minimum Purchase Quantity to East Palo Alto, in increments of 0.25 MGD, subject to the Mountain View City Council's and the East Palo Alto City Council's approval of an agreement for each incremental transfer.
- b. For each incremental transfer, a Temporary Modified Minimum Annual Purchase Quantity will be calculated for East Palo Alto that is equal to the City's five-year average water use from the SFPUC for the most recent non-drought years prior to the 2017 ISG purchase, plus the incremental transfer amount(s).
- c. For each incremental transfer, Mountain View will maintain, and be responsible for paying any imputed sales for, its current Minimum Purchase requirement in effect at that time, as set forth in Attachment E of the WSA, including up to 1.0 MGD ISG transfer to East Palo Alto, until East Palo Alto's water use meets the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years.
- d. East Palo Alto will not be required to pay imputed sales associated with the Temporary Modified Minimum Annual Purchase Quantity for any incremental transfer of the 1.0 MGD of Mountain View's Minimum Purchase requirement.
- e. For each incremental transfer, once East Palo Alto has met the Temporary Modified Minimum Annual Purchase Quantity for three consecutive years, the incremental portion of Mountain View's Minimum Purchase Quantity transferred to East Palo Alto will become East Palo Alto's Minimum Purchase Quantity, and Mountain View's Minimum Purchase Quantity will be reduced by an equivalent amount. East Palo Alto's new Minimum Purchase Quantity will be included in Attachment E and both cities' Individual Water Sales Contracts will be updated to reflect this transfer. (See Attachment 3)
- f. With exception of the incremental transfers that are the subject of this resolution and the agreement between East Palo Alto and Mountain View described herein,



any additional transfers of Minimum Purchase Quantity, either from another Wholesale Customer or from Mountain View in excess of the 1.0 MGD, are subject to Section 3.04 of the 2021 WSA. (See Attachment 2)

Unanimous approval of Wholesale Customers is not needed to pass, this action requires supermajority approval by the BAWSCA agencies (2/3 of number (out of a total 26) and 75% in volume of water).

If San Bruno does not approve the Minimum Water Purchase Transfer and 2/3 of the remaining BAWSCA agencies approve it, then the Minimum Water Purchase Transfer will proceed.

**FISCAL IMPACT:**

There is no fiscal impact with approving this Minimum Water Purchase Transfer.

**ENVIRONMENTAL IMPACT:**

This amendment is not a "project" for the purposes of CEQA as it involves an administrative activity that does not result in a direct or indirect physical change to the environment (see 14 CCR Section 15378(b)(5)), and would not result in a direct or reasonably foreseeable indirect physical change in the environment (see 14 CCR Section 15060(c)(2)).

In the event the amendment is considered a "project," it would be subject to the categorical exemption for operation, repair, and maintenance of existing facilities (see 14 CCR Section 15301), and the amendment is covered by the "common sense exemption" because there is no possibility that the activity in question may have a significant effect on the environment (see 14 CCR Section 15061(b)(3)).

**RECOMMENDATION:**

Adopt Resolution approving a Minimum Water Purchase Transfer between the City of East Palo Alto and the City of Mountain View.

**ALTERNATIVES:**

1. Approve the Minimum Water Purchase Transfer.
2. Do not approve the Minimum Water Purchase Transfer.

**ATTACHMENTS**

1. Resolution
2. Minimum Water Purchase Transfer Agreement Between the City of East Palo Alto
3. Attachment E "Minimum Purchase Quantities" of the Revised 2021 Amended and Restated Water Supply Agreement

**RESOLUTION NO. 2022- \_\_\_\_**

**RESOLUTION APPROVING A MINIMUM WATER PURCHASE TRANSFER BETWEEN  
THE CITY OF EAST PALO ALTO AND THE CITY OF MOUNTAIN VIEW REGARDING  
THE 2021 AMENDED AND RESTATED WATER SUPPLY AGREEMENT BETWEEN THE  
CITY AND COUNTY OF SAN FRANCISCO AND WHOLESALE CUSTOMERS IN  
ALAMEDA COUNTY, SAN MATEO COUNTY, AND SANTA CLARA COUNTY**

**WHEREAS**, the City and County of San Francisco ("San Francisco") Public Utilities Commission ("SFPUC" or "Commission") operates the Regional Water System, which delivers water to water supply agencies in Alameda, San Mateo, and Santa Clara Counties (collectively, "the Parties"); and

**WHEREAS**, in April 2003, water supply agencies in Alameda, San Mateo and Santa Clara Counties (collectively, the "Wholesale Customers") established the Bay Area Water Supply and Conservation Agency ("BAWSCA"), as authorized by Water Code Section 81300 *et seq.*; and

**WHEREAS**, in November of 2018, San Francisco and the Wholesale Customers (the "Parties") entered into the Amended and Restated Water Supply Agreement ("WSA"); and

**WHEREAS**, the Parties have identified intra-system water transfers as one potential solution to long-term water reliability needs among the Wholesale Customers; and

**WHEREAS**, in 2017, the City of Mountain View ("Mountain View") and the City of East Palo Alto ("East Palo Alto") were interested in transferring 1.0 million gallons per day ("MGD") of Mountain View's Minimum Annual Purchase Quantity ("Minimum Purchase") to East Palo Alto, however, at the time, there was no procedure in the WSA to effectuate such a transfer without amending the WSA; and

**WHEREAS**, in 2017, Mountain View and East Palo Alto executed a water rights transfer agreement in which East Palo Alto agreed to pay Mountain View \$5 Million for the permanent transfer of all rights, title, interest to 1.0 MGD of Mountain View's Individual Supply Guarantee (ISG) to East Palo Alto; and

**WHEREAS**, in August 2018, BAWSCA and San Francisco provided the Wholesale Customers a revised Attachment C to the Water Supply Agreement reflecting the updated ISG amounts for Mountain View and East Palo Alto, as a result of the 1.0 MGD transfer of ISG from Mountain View to East Palo Alto; and

**WHEREAS**, Mountain View continues to be subject to a Minimum Purchase of 8.93 MGD and the financial obligation of paying for imputed sales for the portion of Minimum Purchase that it does not use; and

**WHEREAS**, in 2020, Mountain View and East Palo Alto began discussing a possible future transfer of a portion of Mountain View's Minimum Purchase to East Palo Alto; and

**WHEREAS**, on January 26, 2021, the SFPUC adopted the 2021 Amended and Restated Water Supply Agreement ("2021 WSA"), which includes a new procedure by which Wholesale Customers with ISGs may participate in permanent expedited transfers of a portion of Minimum Purchase and ISG, without creating new or different risks to the water supply and financial interests of Wholesale Customers not participating in such transfers; and

**WHEREAS**, the 2021 WSA has been or will be presented to the governing body of each Wholesale Customer, and if approved, will permit Wholesale Customers with an ISG to transfer and accept a portion of another Wholesale Customer's Minimum Purchase, if certain requirements are satisfied; and

**WHEREAS**, on April 20, 2021, East Palo Alto approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD or other amount, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

**WHEREAS**, on June 8, 2021, Mountain View approved the conversion of the 1.0 MGD of Mountain View's ISG sold to East Palo Alto in 2017 into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in increments of 0.25 MGD, subject to the City Council's approval of an agreement for each incremental transfer and the approval of the Wholesale Customers and San Francisco; and

**WHEREAS**, East Palo Alto and Mountain View are authorized and prepared to execute a negotiated agreement memorializing the terms and conditions of a 0.25 MGD transfer of Mountain View's Minimum Purchase to East Palo Alto; and

**WHEREAS**, as noted below, one of the conditions of the negotiated agreement between Mountain View and East Palo Alto is that, in exchange for the 0.25 MGD of Minimum Purchase transfer, Mountain View will provide East Palo Alto with an immediate Right-of-First Refusal for drought water transfers at the same volume as the Minimum Purchase transfer, pursuant to Appendix H of the 2021 WSA; and

**WHEREAS**, in conjunction with consideration of the 2021 WSA, East Palo Alto and Mountain View propose the Wholesale Customers and San Francisco approve, in advance, the terms and conditions for converting up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 into a transfer of 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, in 0.25 MGD increments, if Mountain View and East Palo Alto mutually agree to such incremental transfers in the future and provided the conditions outlined below are met; and

**WHEREAS**, if up to 1.0 MGD of Mountain View's ISG purchased by East Palo Alto in 2017 is converted into a transfer of up to 1.0 MGD of Mountain View's Minimum Purchase to East Palo Alto, up to 1.0 MGD of Minimum Purchase, in 0.25 MGD increments, will be counted towards the total Minimum Purchase that may be transferred pursuant to Section 3.04.C.1 of the 2021 WSA; and

**WHEREAS**, this parallel action continues to require the calculation of a Temporary Modified Minimum Annual Purchase Quantity, set out in Attachment E-1 in the 2021 WSA; however, the transferor, Mountain View, is responsible for the imputed sales associated with transfers to East Palo Alto up to 1.0 MGD, until the terms and conditions outlined below are satisfied; and

**WHEREAS**, in accordance with the water transfer provisions of the 2021 WSA, Mountain View and East Palo Alto will coordinate with San Francisco and BAWSCA to document Temporary Modified Minimum Annual Purchase Quantities when timely, and amendments to each cities' Individual Water Sales Contract with San Francisco.

**NOW, THEREFORE, BE IT RESOLVED** that the San Bruno City Council hereby approves a Minimum Water Purchase Transfer Agreement between the City of East Palo Alto and the City of Mountain View regarding the 2021 Amended and Restated Water Supply Agreement Between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County.

Dated: May 24, 2022

ATTEST:

\_\_\_\_\_  
Melissa Thurman, City Clerk

-o0o-

I, Vicky Hasha, Deputy City Clerk, do hereby certify that the foregoing Resolution was duly and regularly passed and adopted by the City Council of the City of San Bruno this 24th day of May 2022 by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers: \_\_\_\_\_

**MINIMUM WATER PURCHASE TRANSFER AGREEMENT  
BETWEEN THE CITY OF EAST PALO ALTO  
AND THE CITY OF MOUNTAIN VIEW**

This MINIMUM WATER PURCHASE TRANSFER AGREEMENT ("Agreement") is entered into on this \_\_\_\_ day of November 2021, by and between the CITY OF MOUNTAIN VIEW, a California charter city and municipal corporation, whose address is 500 Castro Street, P.O. Box 7540, Mountain View, California, 94039-7540 (hereinafter "Mountain View"), and the CITY OF EAST PALO ALTO, a municipal corporation, whose address is 2415 University Avenue, Second Floor, East Palo Alto, California, 94303 (hereinafter "East Palo Alto"), (Mountain View and East Palo Alto hereinafter collectively "Parties" or individually "Party").

**RECITALS**

A. WHEREAS, Mountain View and East Palo Alto purchase drinking water from the San Francisco Regional Water System, under the terms of the *Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County*, adopted in 2009 and as amended ("Water Supply Agreement"). As part of the Water Supply Agreement, Mountain View and East Palo Alto each have an individual supply guarantee ("Supply Guarantee"), and Mountain View has a Minimum Annual Purchase Quantity ("Minimum Purchase"); and

B. WHEREAS, in 2017, Mountain View transferred one (1.0) million gallons per day ("MGD") of Mountain View's Supply Guarantee to East Palo Alto in exchange for a one-time payment of Five Million Dollars (\$5,000,000). At the time of the 2017 transfer, the Water Supply Agreement did not allow for transfers of Minimum Purchase among the Wholesale Customers, as defined below. Since that time, an amendment to the Water Supply Agreement has been negotiated that, if approved, will allow future combined transfers of Minimum Purchase and Supply Guarantee between Wholesale Customers that have Supply Guarantees ("2021 Amendment"); and

C. WHEREAS, in conjunction with consideration of the 2021 Amendment, Mountain View and East Palo Alto have proposed that the Parties to the Water Supply Agreement, Wholesale Customers, and the City and County of San Francisco ("San Francisco"), approve, in advance, conversion of the 2017 Supply Guarantee transfer from Mountain View to East Palo Alto into a Supply Guarantee transfer that includes a Minimum Purchase transfer of up to one (1.0) MGD, in twenty-five hundredths (0.25) MGD increments ("Proposed Conversion"); and

D. WHEREAS, East Palo Alto and Mountain View have approved the Proposed Conversion and authorized their City Managers to negotiate and execute an agreement

transferring twenty-five hundredths (0.25) MGD of Mountain View's Minimum Purchase to East Palo Alto; in exchange, Mountain View will provide East Palo Alto with the right of first refusal for drought water transfers conducted, pursuant to Attachment H of the Water Supply Agreement, in the same volume of approved Minimum Purchase transfers. These actions were approved by the East Palo Alto City Council on April 20, 2021 and by the Mountain View City Council on June 22, 2021; and

E. WHEREAS, this Agreement sets forth the terms and conditions negotiated between Mountain View and East Palo Alto for the Proposed Conversion and initial twenty-five hundredths (0.25) MGD Minimum Purchase transfer. Any future incremental Minimum Purchase transfers beyond twenty-five hundredths (0.25) MGD, up to one (1.0) MGD, will require approval by East Palo Alto and Mountain View, subject to any additional terms and conditions negotiated at that time in accordance with Article B, Section 4, of this Agreement. Nothing in this Agreement obligates East Palo Alto and/or Mountain View to enter into future additional incremental Minimum Purchase transfers; and

F. WHEREAS, in the event Mountain View engages in a transfer of Supply Guarantee and Minimum Purchase to East Palo Alto beyond the one (1.0) MGD contemplated in this Agreement, or any other transfer of Supply Guarantee and Minimum Purchase, the terms of the Water Supply Agreement will apply.

## AGREEMENT

### ARTICLE A. DEFINITIONS.

As used in this Agreement, the following terms have the following meanings:

1. **"Agreement"** refers to this Minimum Water Purchase Transfer Agreement, by and between East Palo Alto and Mountain View.
2. **"BAWSCA"** refers to the Bay Area Water Supply and Conservation Agency.
3. **"Imputed Sales"** means payment for water above a Wholesale Customer's metered water purchases from San Francisco and below: (a) the Minimum Annual Purchase Quantity, as specified in Attachment E of the Water Supply Agreement; or (b) the Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1 of the Water Supply Agreement.
4. **"Individual Supply Guarantee"** and **"Supply Guarantee"** refer to each Wholesale Customer's share of the Wholesale Customers' Supply Assurance from San Francisco, as shown in Attachment C of the Water Supply Agreement.

5. **“Individual Water Sales Contract”** refers to the contract between each Wholesale Customer and San Francisco contemplated in Section 9.01 of the Water Supply Agreement.
6. **“MGD”** refers to an average flow rate measured in million gallons per day.
7. **“Minimum Annual Purchase Quantity”** and **“Minimum Purchase”** refer to the minimum amount of water that a Wholesale Customer agrees to purchase from San Francisco annually, as specified in Attachment E of the Water Supply Agreement.
8. **“San Francisco”** refers to the City and County of San Francisco.
9. **“Temporary Modified Minimum Annual Purchase Quantity”** and **“Temporary Minimum”** refer to the minimum amount of water that a Wholesale Customer agrees to purchase from San Francisco on a temporary basis, as specified in Attachment E-1 of the Water Supply Agreement.
10. **“Water Supply Agreement”** refers to the Water Supply Agreement between the City and County of San Francisco and Wholesale Customers in Alameda County, San Mateo County, and Santa Clara County, as may be amended from time to time.
11. **“Wholesale Customers”** means the twenty-six (26) water customers, identified in Section 1.02 of the Water Supply Agreement, who purchase water from San Francisco pursuant to the Water Supply Agreement.

## **ARTICLE B. GENERAL PROVISIONS.**

1. **Term.** The terms of this Agreement are as follows:
  - a. **Effectivity.** This Agreement shall be effective upon approval by San Francisco and the Wholesale Customers representing at least two-thirds in number and seventy five percent (75%) of the quantity of water delivered by San Francisco to all Wholesale Customers during 2021 via resolutions adopted by the respective governing bodies.
  - b. **Expiration.** This Agreement shall expire concurrent with the Water Supply Agreement, which expires in 2034 unless extended by one (1) or both five (5) year extensions, authorized by Section 2.02.A and Section 2.02.B of the Water Supply Agreement. The term of this Agreement will not continue by virtue of renewal of the Water Supply Agreement pursuant to Section 2.02.C of the Water Supply Agreement unless a written amendment extending the term of this Agreement is agreed to by the Parties at that time and approved by San Francisco and the Wholesale Customers.

2. **Temporary Modified Minimum Annual Purchase Quantities.** Upon effectivity of this Agreement, the Bay Area Water Supply and Conservation Agency ("BAWSCA") will calculate a Temporary Modified Minimum Annual Purchase Quantity ("Temporary Minimum") for East Palo Alto that is equal to East Palo Alto's five (5) year average annual water purchase from San Francisco for the most recent nondrought years prior to the 2017 Individual Supply Guarantee transfer from Mountain View to East Palo Alto, plus increments of twenty-five hundredths (0.25) MGD as follows:

a. Temporary Minimum No. 1 (East Palo Alto's five (5) year average annual water purchase from San Francisco for the most recent nondrought years prior to the 2017 Individual Supply Guarantee transfer, plus twenty-five hundredths (0.25) MGD incremental transfer):  $1.840 \text{ MGD} + 0.25 \text{ MGD} = 2.09 \text{ MGD}$ .

b. Temporary Minimum No. 2 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.09 \text{ MGD} + 0.25 \text{ MGD} = 2.340 \text{ MGD}$ .

c. Temporary Minimum No. 3 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.340 \text{ MGD} + 0.25 = 2.590 \text{ MGD}$ .

d. Temporary Minimum No. 4 (prior Temporary Minimum, plus twenty-five hundredths (0.25) MGD incremental transfer):  $2.590 \text{ MGD} + 0.25 \text{ MGD} = 2.840 \text{ MGD}$ .

The calculations listed in Subsections b. through d. are included for illustrative purposes only. Any additional incremental transfer of the 1.0 MGD Minimum Purchase contemplated by this Agreement is subject to mutual approval as described in Section 4.b.

The Temporary Minimums listed above assume East Palo Alto does not receive any Minimum Purchase transfer from any other Wholesale Customer or a Minimum Purchase transfer from Mountain View in excess of the one (1.0) MGD that is the subject of this Agreement. In the event East Palo Alto receives a Minimum Purchase transfer from another Wholesale Customer, or a Minimum Purchase transfer from Mountain View in excess of the one (1.0) MGD that is the subject of this Agreement, the Temporary Minimums Nos. 2, 3, and 4 listed above are subject to change in accordance with Section 3.04 of the Water Supply Agreement, as amended, and as illustrated in the example included in Exhibit A.

3. **Payment of Imputed Sales.** East Palo Alto will not be required to pay Imputed Sales associated with any of the Temporary Minimums as set forth in Section 2 above. Mountain View will maintain responsibility for paying Imputed Sales associated with Mountain View's Minimum Annual Purchase Quantity ("Minimum Purchase"), as set forth in Attachment E of the Water Supply Agreement. Attachment E of the Water Supply Agreement will be updated to reflect Minimum Purchase transfers completed



pursuant to this Agreement as described in Section 4.c. below, adjusting East Palo Alto's and Mountain View's Minimum Purchases accordingly.

4. **Minimum Annual Purchase Quantity Transfers.**

a. **Initial Transfer.** East Palo Alto agrees to accept an initial transfer of twenty-five hundredths (0.25) MGD Minimum Purchase from Mountain View based on the conditions set forth herein.

b. **Additional Incremental Transfers.** Three (3) additional incremental transfers of twenty-five hundredths (0.25) MGD Minimum Purchase, up to one (1.0) MGD, may be mutually approved by Mountain View and East Palo Alto at any time during the duration of this Agreement. Additional terms and conditions consistent with the Water Supply Agreement may be negotiated between Mountain View and East Palo Alto and made part of this Agreement by amendment.

c. **Triggers.** For all incremental Minimum Purchase transfers pursuant to this Agreement mutually approved by East Palo Alto and Mountain View (initial or subsequent), once East Palo Alto's metered water purchases from San Francisco meet or exceed the corresponding Temporary Minimum set forth in Article B, Section 2, of this Agreement for three (3) consecutive fiscal years, one (1) increment of twenty-five hundredths (0.25) MGD of Mountain View's Minimum Purchase will be transferred to East Palo Alto.

d. **Future Transfers.** In the event Mountain View engages in a transfer of Supply Guarantee and Minimum Purchase to East Palo Alto beyond the one (1.0) MGD contemplated in this Agreement, or any other transfer of Supply Guarantee and Minimum Purchase, the terms of the Water Supply Agreement will apply.

5. **Drought Transfer Right of First Refusal.** In the event that Mountain View proposes to sell or otherwise transfer water pursuant to Attachment H of the Water Supply Agreement, East Palo Alto shall have the right of first refusal to purchase such water. This right of first refusal shall apply to the same volume of water as the total approved incremental Minimum Purchase transfer or transfers (initial and/or subsequent), at a price to be negotiated by the Parties.

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## ARTICLE C. NOTIFICATIONS.

Mountain View agrees to provide BAWSCA and San Francisco with a copy of this Agreement, and any future amendments to this Agreement, so that BAWSCA and San Francisco may enact the following administrative actions related to this Agreement:

1. Modify Attachment E-1 of the Water Supply Agreement to reflect relevant Temporary Minimum(s) for East Palo Alto, as approved pursuant to this Agreement.
2. Modify Attachment E of the Water Supply Agreement to reflect updates to the Minimum Purchase volumes for Mountain View and East Palo Alto pursuant to the terms of this Agreement.
3. Modify the Individual Sales Contract for Mountain View and East Palo Alto to reflect updates to the Minimum Purchase volumes pursuant to the terms of this Agreement.
4. Track the total volume of Minimum Purchase transferred by the Wholesale Customers.

## ARTICLE D. MISCELLANEOUS PROVISIONS.

1. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter herein. There are no representations, agreements, or understandings (whether oral or written) between or among the Parties relating to the subject matter of this Agreement which are not fully expressed herein.
2. **Amendments.** This Agreement may be amended in writing and signed by both Parties.
3. **Authority to Execute.** The persons executing this Agreement on behalf of the Parties warrant that they are duly authorized to execute this Agreement.
4. **Headings.** The headings in this Agreement are inserted for convenience purposes only and shall not affect the terms of this Agreement.
5. **Notices.** Any notice given under this Agreement shall be in writing and shall be given by delivering the same to such Party in person, by delivering the same to such Party by reputable overnight courier or express service, or by sending the same to such Party by registered or certified mail, return receipt requested, with postage prepaid. The

address(es) of each Party for the giving of notices hereunder are, until changed as hereinafter provided, the following:

To MOUNTAIN VIEW: Public Works Director  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

With a copy to: City Clerk  
City of Mountain View  
500 Castro Street  
P.O. Box 7540  
Mountain View, CA 94039-7540

To EAST PALO ALTO: City Manager  
City of East Palo Alto  
2415 University Avenue, Second Floor  
East Palo Alto, CA 94303

With a copy to: Public Works Director  
City of East Palo Alto  
1960 Tate Street  
East Palo Alto, CA 94303

Any notice will be deemed given on the date of delivery, on the date of refusal to accept delivery, or when delivery is first attempted but cannot be made due to a change of address for which no notice was given. A Party may change its notice address(es) at any time by giving written notice of such change to the other Party in the manner provided herein. Notice given by counsel shall be deemed given by the Party represented by such counsel.

6. **Applicable Laws and Venue.** This Agreement shall be construed and enforced pursuant to the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Santa Clara.

7. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which in the aggregate shall constitute one and the same instrument, and the Parties agree that signatures on this Agreement shall be sufficient to bind the Parties.

IN WITNESS WHEREOF, this Minimum Water Purchase Transfer Agreement, dated November \_\_\_\_, 2021, between the City of Mountain View and the City of East Palo Alto, is executed.

“MOUNTAIN VIEW”:  
CITY OF MOUNTAIN VIEW,  
a California charter city and municipal  
corporation

“EAST PALO ALTO”:  
CITY OF EAST PALO ALTO,  
a California municipal corporation

By: \_\_\_\_\_  
Kimbra McCarthy, City Manager

By: \_\_\_\_\_  
Jaime M. Fontes, City Manager

Attest: \_\_\_\_\_  
City Clerk

Attest: \_\_\_\_\_  
City Clerk

APPROVED AS TO CONTENT:

APPROVED AS TO FORM:

\_\_\_\_\_  
Public Works Director

\_\_\_\_\_  
City Attorney

FINANCIAL APPROVAL:

\_\_\_\_\_  
Finance and Administrative  
Services Director

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Exhibit A  
Illustrations of a Transfer of a Portion of Minimum Annual Purchase Quantity from Mountain View to East Palo Alto

Scenario 3: Transferee Already Subject to Temporary Minimum Annual Purchase Requirement															
Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Existing Temporary Modified Minimum	D Minimum Purchase Transfer	E <sup>2</sup> Temporary Modified Minimum Purchase <sup>3</sup> (TMMP)	F = A + D Post-Transfer Permanent Minimum <sup>4</sup>								
1	Transferor Mountain View (1st Trans)	8.930	N/A	N/A	(0.25)	N/A	8.680								
2	Transferor Y	3.0	N/A	N/A	(1.0)	N/A	2.0								
3	Transferor Mountain View (2nd Trans)	8.680	N/A	N/A	(0.25)	N/A	8.430								
4	Transferee East Palo Alto														
5	Transfer 1: MV -> EPA	N/A	1.840	N/A	0.25	2.090 *	0.25								
6	Transfer 2: Y -> EPA	N/A	N/A	2.090 *	1.0	3.090	1.25								
7	Transfer 3: MV -> EPA	1.25	2.890	N/A	0.25	3.140 **	1.50								
		Year 0 Pre-Transfer	Year 1 Transfer 1 Effective	Year 2 1st Year Meeting Temp Min 1	Year 3 Transfer 2 Effective	Year 4 3rd Year Meeting Temp Min 1	Year 5 1st Year Meeting Temp Min 2	Year 6	Year 7 3rd Year Meeting Temp Min 2	Year 8	Year 9 Transfer 3 Effective	Year 10 1st Year Meeting Temp Min 3	Year 11 2nd Year Meeting Temp Min 3	Year 12 3rd Year Meeting Temp Min 3	Year 13
Transferor Mountain View															
8	Permanent Minimum Purchase	8.930	8.930	8.930	8.930	8.930	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.430
9	Annual Purchase	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797	7.797
10 = 8 - 9	Imputed Sales	1.133	1.133	1.133	1.133	1.133	0.883	0.883	0.883	0.883	0.883	0.883	0.883	0.883	0.633
11 = 9 + 10	Total Purchases	8.930	8.930	8.930	8.930	8.930	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.680	8.430
Transferor Y															
12	Permanent Minimum Purchase	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
13	Annual Purchase	3.0	3.0	3.0	3.0	3.0	2.0	1.8	2.0	2.0	2.0	2.0	2.0	2.0	2.0
14 = 12 - 13	Imputed Sales	-	-	-	-	-	-	0.2	-	-	-	-	-	-	-
15 = 13 + 14	Total Purchases	3.0	3.0	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0	2.0
Transferee East Palo Alto															
16	Permanent Minimum Purchase	N/A	N/A	N/A	N/A	N/A	0.25	0.25	0.25	1.25	1.25	1.25	1.25	1.25	1.50
17	TMMP Not Financially Obligated	N/A	2.090	2.090	N/A <sup>5</sup>	N/A <sup>5</sup>	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
18	TMMP Financially Obligated	N/A	N/A	N/A	3.090	3.090	3.090	3.090	3.090	N/A	3.140	3.140	3.140	3.140	N/A
19	Annual Purchase	1.890	1.890	2.090	2.090	2.590	3.090	3.090	3.090	2.590	3.000	3.140	3.140	3.140	3.000
20=17or18-19	Imputed Sales	-	-	-	1.000	0.500	-	-	-	-	0.140	-	-	-	-
21 = 19 + 20	Total Purchases	1.890	1.890	2.090	3.090	3.090	3.090	3.090	3.090	2.590	3.140	3.140	3.140	3.140	3.000

<sup>1</sup> “Minimum Purchase” and "Permanent Minimum Purchase" are used in the tables in this Exhibit A as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> The Temporary Modified Minimum Purchase for Transfer 1 and Transfer 3 is E = B + D; the Temporary Modified Minimum Purchase for Transfer 2 is E = C + D. (See \* and \*\* below for calculation details.)

<sup>3</sup> If a transferee already has a Temporary Modified Minimum Annual Purchase Quantity, the additional Minimum Annual Purchase Quantity from transfer 2 is added to the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, not to the transferee's 5 non-drought-year average usage.

4 Cumulative total, including transfers 1, 2, and 3.

<sup>5</sup> Although EPA is assigned a new TMMP (3.090 mgd) due to Transfer 2, the three consecutive non-drought years requirement associated with the prior TMMP (2.090 mgd) resulting from Transfer 1 still exists.

As a result, EPA is assigned a permanent MP of 0.25 mgd in Year 5 after meeting the prior TMMP in Years 2-4, based on the example in this illustration.

\* East Palo Alto Actual Purchase (MGD) in Previous Non-Drought Years

FY13-14	1.482	1st Transfer from MV starting FY17-18 (MV transferred 1mgd ISG to EPA in June 2017)
FY12-13	2.076	0.25 mgd
FY11-12	1.945	Average FY09-10 thru FY13-14
FY10-11	1.880	1.840 mgd
FY09-10	1.815	EPA's 1st Temporary Modified Minimum Purchase Would Be (MGD)
		2.090 mgd = 1.840 + 0.25

\*\*

Year 4	2.590	3rd Transfer from MV starting Year 9
Year 5	3.090	0.25 mgd
Year 6	3.090	Average Year 4 thru Year 8
Year 7	3.090	2.890 mgd
Year 8	2.590	EPA's 3rd Temporary Modified Minimum Purchase Would Be (MGD)
		3.140 mgd = 2.890 + 0.25

## ATTACHMENT E

### MINIMUM ANNUAL PURCHASE QUANTITIES

(Section 3.07.C)

AGENCY	MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)
Alameda County Water District	7.648
City of Milpitas	5.341
City of Mountain View	8.930
City of Sunnyvale	8.930

**ATTACHMENT E-1**

**TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITIES**

**(Sections 3.04 and 3.07.C)**

<b>AGENCY</b>	<b>TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY (IN MGD)</b>	<b>EFFECTIVE FISCAL YEAR OF TEMPORARY MODIFIED MINIMUM ANNUAL PURCHASE QUANTITY</b>

## Attachment E-2

### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

#### Scenario 1: Transferee Not Already Subject to Temporary or Permanent Minimum Annual Purchase Requirements of Section 3.07.C

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
1	Transferor X	5.0	4.5	(1.0)	N/A	4.0
2	Transferee Z	N/A	6.0	1.0	7.0	1.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3	Year 4 <i>1st Year Meeting Temp Min</i>	Year 5	Year 6 <i>3rd Year Meeting Temp Min</i>	Year 7	Year 8
<b>Transferor X</b>									
3 <i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4 Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
5 = 3 - 4 <i>Imputed Sales</i>	0.5	-	-	0.5	-	-	-	-	0.5
6 = 4 + 5 Total Purchases	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
<b>Transferee Z</b>									
7 <i>Applicable Minimum Purchase</i>	N/A	7.0	7.0	7.0	7.0	7.0	7.0	1.0	1.0
8 Annual Purchase	6.0	6.0	6.5	6.5	7.0	7.0	7.5	7.0	7.5
9 = 7 - 8 <i>Imputed Sales</i>	-	1.0	0.5	0.5	-	-	-	-	-
10 = 8 + 9 Total Purchases	6.0	7.0	7.0	7.0	7.0	7.0	7.5	7.0	7.5

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.



### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Minimum Purchase Transfer	D = B + C Temporary Modified Minimum Purchase	E = A + C Post-Transfer Permanent Minimum Purchase
	1 Transferor X	5.0	4.5	(1.0)	N/A	4.0
	2 Transferee Z	1.0	6.0	1.0	7.0	2.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer Effective</i>	Year 2	Year 3 <i>Meets Temp Min but Not Consecutive</i>	Year 4	Year 5 <i>1st Year Meeting Temp Min</i>	Year 6	Year 7 <i>3rd Consecutive Year Meeting Temp Min</i>	Year 8
<b>Transferor X</b>									
3 <i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
4    Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
5 = 3 - 4 <u>Imputed Sales</u>	0.5	-	-	0.5	-	-	-	-	0.5
6 = 4 + 5    Total Purchases	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
<b>Transferee Z</b>									
7 <i>Permanent Minimum Purchase</i>	1.0	1.0	1.0	1.0	1.0	1.0	1.0	1.0	2.0
8 <i>Applicable Minimum Purchase</i>	1.0	7.0	7.0	7.0	7.0	7.0	7.0	7.0	2.0
9    Annual Purchase	6.0	6.5	6.5	7.0	6.5	7.0	7.5	8.0	7.5
10 = 8 - 9 <u>Imputed Sales</u>	-	0.5	0.5	-	0.5	-	-	-	-
11 = 9 + 10    Total Purchases	6.0	7.0	7.0	7.0	7.0	7.0	7.5	8.0	7.5

2 of 3

## Attachment E-2

### Illustrations of a Transfer of a Portion of a Minimum Annual Purchase Quantity Pursuant to Sections 3.04 and 3.07.C

#### Scenario 3: Transferee Already Subject to Temporary Minimum Annual Purchase Requirement

Line #	Wholesale Customer	A Pre-Transfer Permanent Minimum Purchase <sup>1</sup>	B 5 Previous Non- Drought-Year Average Usage	C Existing Temporary Modified Minimum	D Minimum Purchase Transfer	E <sup>3</sup> Temporary Modified Minimum Purchase <sup>4</sup>	F = A + D Post-Transfer Permanent Minimum <sup>5</sup>
1	Transferor X	5.0	4.5	N/A	(1.0)	N/A	4.0
2	Transferor Y	3.0	3.0	N/A	(1.0)	N/A	2.0
3	Transferee Z						
4	Transfer 1: X -> Z	N/A	4.0	N/A	1.0	5.0	1.0
5	Transfer 2: Y -> Z	N/A	N/A <sup>3</sup>	5.0	1.0	6.0	2.0

	Year 0 <i>Pre-Transfer</i>	Year 1 <i>Transfer 1 Effective</i>	Year 2 <i>1st Year Meeting Temp Min 1</i>	Year 3 <i>Transfer 2 Effective</i>	Year 4 <i>3rd Year Meeting Temp Min 1</i>	Year 5 <i>1st Year Meeting Temp Min 2</i>	Year 6	Year 7 <i>3rd Year Meeting Temp Min 2</i>	Year 8
<b>Transferor X</b>									
6 <i>Applicable Minimum Purchase</i> <sup>2</sup>	5.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0	4.0
7 Annual Purchase	4.5	4.5	4.0	3.5	4.0	4.0	4.5	4.0	3.5
8 = 6 - 7 <i>Imputed Sales</i>	0.5	-	-	0.5	-	-	-	-	0.5
9 = 7 + 8 Total Purchases	5.0	4.5	4.0	4.0	4.0	4.0	4.5	4.0	4.0
<b>Transferor Y</b>									
10 <i>Applicable Minimum Purchase</i>	3.0	3.0	3.0	2.0	2.0	2.0	2.0	2.0	2.0
11 Annual Purchase	3.0	2.5	3.5	2.5	2.5	2.0	1.5	2.5	2.0
12 = 10 - 11 <i>Imputed Sales</i>	-	0.5	-	-	-	-	0.5	-	-
13 = 11 + 12 Total Purchases	3.0	3.0	3.5	2.5	2.5	2.0	2.0	2.5	2.0
<b>Transferee Z</b>									
14 <i>Permanent Minimum Purchase</i>	N/A	N/A	N/A	N/A	N/A	1.0	1.0	1.0	2.0
15 <i>Applicable Minimum Purchase</i>	N/A	5.0	5.0	6.0	6.0	6.0	6.0	6.0	2.0
16 Annual Purchase	4.0	4.5	5.0	5.0	5.5	6.0	6.0	6.5	6.0
17 = 15 - 16 <i>Imputed Sales</i>	-	0.5	-	1.0	0.5	-	-	-	-
18 = 16 + 17 Total Purchases	4.0	5.0	5.0	6.0	6.0	6.0	6.0	6.5	6.0

<sup>1</sup> "Minimum Purchase" and "Permanent Minimum Purchase" are used in the tables in this Attachment E-2 as shorthand references to the term Minimum Annual Purchase Quantity.

<sup>2</sup> "Applicable Minimum Purchase" is used in the tables in this Attachment E-2 to mean the larger of (a) or (b), as applicable: (a) the Wholesale Customer's Minimum Annual Purchase Quantity, as specified in Attachment E, or (b) the Wholesale Customer's Temporary Modified Minimum Annual Purchase Quantity, as specified in Attachment E-1.

<sup>3</sup> The Temporary Modified Minimum Purchase for Transfer 1 is E = B + D; the Temporary Modified Minimum Purchase for Transfer 2 is E = C + D.

<sup>4</sup> If a transferee already has a Temporary Modified Minimum Annual Purchase Quantity, the additional Minimum Annual Purchase Quantity from transfer 2 is added to the transferee's existing Temporary Modified Minimum Annual Purchase Quantity, not to the transferee's 5 non-drought-year average usage.

<sup>5</sup> Cumulative total, including transfers 1 and 2.



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Jennifer Dianos, Assistant to the City Manager

**SUBJECT:** Adopt Resolution Authorizing the Display of the LGBTQ Pride Flag on a Designated City Facility Flagpole to Commemorate LGBTQ Pride Month during the month of June 2022

**BACKGROUND:** The City of San Bruno received a request to display an LGBTQ Progress Pride Flag for the month of June 2022. Pride month occurs in June of each year to commemorate the Stonewall Uprising that occurred in New York in 1969. Pride Month is a time to celebrate gay, lesbian, bisexual, transgender, queer, and asexual people, plus all other sexual orientations and genders, and to recognize the impact that these people have had on history locally, nationally and internationally.

On June 9, 2020, the San Bruno City Council approved a policy regarding the display of commemorative and ceremonial flags and banners at City facilities. Following is a summary of the policy:

1. The United States Flag and the State of California flag shall be displayed in accordance with Federal and State laws and regulations.
2. The City Manager is authorized to order that the United States Flag, California State Flag and any commemorative and ceremonial flags or banners on display be lowered to half-staff by the order of the President of the United States, or by the Governor of the State of California.
3. Commemorative or Ceremonial Flags and Banners: may only be displayed on a designated City Flag flagpole located at a San Bruno city facility; commemorative flags shall be displayed for a period of time authorized by resolution of the City Council; the City will not display a commemorative or ceremonial flag or banner based on a request from a third party, unless approved by a City Council resolution.

**DISCUSSION:** On April 13, 2022, the City of San Bruno received an email from a member of the San Mateo County LGBTQ Commission requesting that San Bruno recognize June as Pride Month in San Bruno and requesting that an LGBTQ Progress Pride Flag be displayed in San Bruno to recognize its LGBTQ residents. The request is intended to bring visibility and inclusion to the forefront of San Bruno for San Bruno lesbian, gay, bisexual, transgender, and questioning (LGBTQ) residents. This visibility and inclusion allows LGBTQ residents to know that they are seen and that they belong.

Should the City Council authorize the LGBTQ Progress Pride Flag to be on display, the Flag will be raised at San Bruno City Hall and will be on display from June 1 – June 30, 2022.

**FISCAL IMPACT:** There is no fiscal impact.

**ENVIRONMENTAL IMPACT:** There is no environmental impact. The action is not a project subject to CEQA. City Council's action is not considered a "Project" per CEQA Guidelines and therefore no further environmental analysis is required.

**RECOMMENDATION:** Adopt Resolution Authorizing the Display of the LGBTQ Progress Pride Flag on a Designated City Facility Flagpole to Commemorate LGBTQ Pride Month during the month of June 2022.

**ALTERNATIVES:** 1. Do not authorize display of the LGBTQ Progress Flag for the month of June 2022.  
2. Authorize display of the LGBTQ Progress Flag for a different duration or location.

**ATTACHMENTS:** 1. Resolution  
2. Image of Flag

**RESOLUTION NO. 2022 - \_\_\_\_\_**

**ADOPT RESOLUTION AUTHORIZING THE DISPLAY OF THE LGBTQ PROGRESS PRIDE FLAG ON A DESIGNATED CITY FACILITY FLAGPOLE TO COMMEMORATE LGBTQ PRIDE MONTH DURING THE MONTH OF JUNE 2022**

**WHEREAS**, the City Council of the City of San Bruno wishes to express their support for Pride Month and the Lesbian, Gay, Bisexual, Transgender, and Queer (LGBTQ) community in the United States and LGBTQ residents in San Bruno; and

**WHEREAS**, the display of the LGBTQ Progress Pride Flag, serves to express the City's official commemoration of this important event in United States history and its commitment to celebrating diversity; and,

**WHEREAS**, the City's flagpoles are not intended to be a forum for free expression by the public; and

**WHEREAS**, the LGBTQ Progress Pride Flag will be flown on a designated City facility flagpole for the duration of June 2022; and

**NOW, THEREFORE, BE IT RESOLVED**, that the City Council of the City of San Bruno hereby authorizes the display of the LGBTQ Progress Pride Flag on a designated city facility flagpole for the duration of June 2022 to celebrate and honor LGBTQ Pride Month.

---oOo---

I hereby certify that foregoing **Resolution No. 2022 - \_\_\_\_\_**  
was introduced and adopted by the San Bruno City Council at a regular meeting on  
May 24, 2022, by the following vote:

AYES:

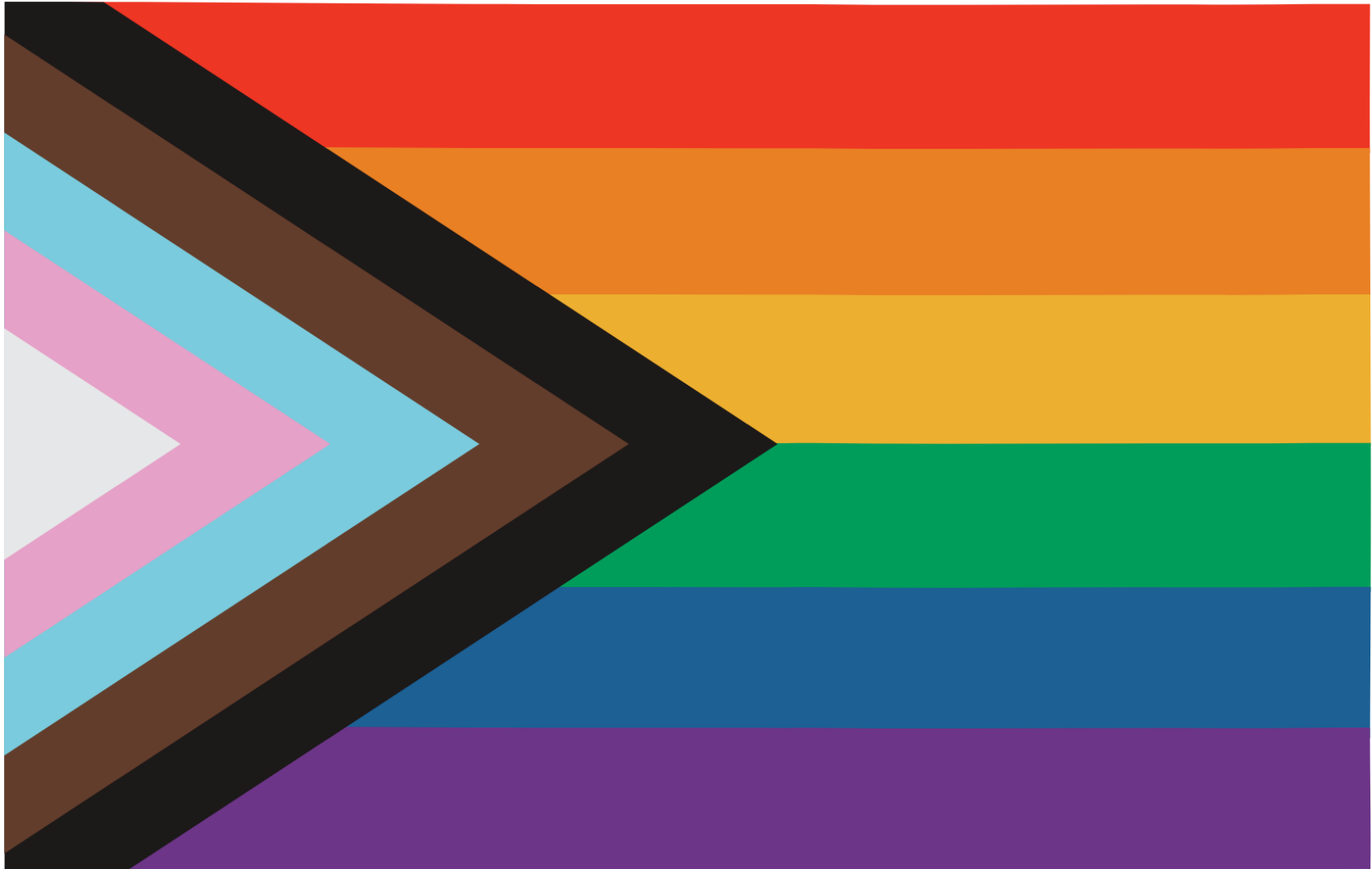
NOES:

ABSENT:

---

Vicky S. Hasha, Deputy City Clerk

**LGBTQ Progress Pride Flag**  
**June 1 – 30, 2022**





## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan D. Grogan, City Manager

**PREPARED BY:** Matthew Lee, Public Works Director

**SUBJECT:** Waive First Reading and Introduce an Ordinance Amending Chapter 10.16 (Water Conservation) of the San Bruno Municipal Code

### BACKGROUND:

In July 2021, Governor Newsom proclaimed a State of Emergency due to drought conditions in San Mateo County, and then in October 2021, the Governor declared a statewide drought emergency. The Governor called for a 15% voluntary reduction in water use compared to 2020 levels.

At the July 26, 2016 City Council meeting, the City enacted Level 1 Voluntary Conservation measures. Although water usage increased nearly 19% across the State, during the month of March, San Bruno residents have responded tremendously to the conservation efforts. Since 2013, citywide, San Bruno has achieved an average water conservation of 17%.

Under the City's Water Shortage Contingency Plan, last approved at the October 26, 2021 City Council meeting, there are six standard water shortage levels that correspond to progressive ranges of up to 10 percent, 20 percent, 30 percent, 40 percent, 50 percent, and greater than 50 percent shortages from the normal supply condition. Each shortage condition corresponds to additional actions water suppliers would implement to meet the severity of the impending shortages.

The City has implemented a number of initiatives to encourage San Bruno water conservation, including education programs at local schools such as "Earthcapades". The City and County also sponsor rebate programs like "Lawn Be Gone" landscape conversions, rain barrel rebates, and low-flow toilet replacement rebates. The City also provides low-flow hardware giveaways such as faucet aerators, shower heads, shower timers, toilet tank bags, and irrigation hose nozzles. Other public outreach efforts include utility inserts with water conservation tips, City website updates, and posting banners throughout the City encouraging and demonstrating ways to use water more efficiently.

As the drought conditions continue, San Bruno is prepared to meet customers' needs by ensuring a reliable water supply to our service area. Furthermore, the State Water Board will consider adoption of the Water Conservation Emergency Regulations on May 24, 2022. The Water Board is expected to require agencies implement their Level 2 Mandatory Conservation measures to achieve a 10-20% reduction in water use.

There are still some unknowns with the details of the Water Board's conservation directive, so staff will return to the City Council at a later date to provide an overview of the State reduction targets and the City's implementation plan to meet those target reductions. Staff anticipate recommending City Council activate Level 2 Mandatory Conservation measures of the City's Water Shortage Contingency Plan which will likely include landscape water restrictions and other measures. Final recommendations will be presented to the City Council at that meeting.

On October 26, 2021, the City Council adopted the updated Water Shortage Contingency Plan (WSCP) and the Urban Water Management Plan (UWMP). The Urban Water Management Planning Act of the California Water Code requires municipal water suppliers, providing drinking water to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually to prepare and adopt an UWMP every five years. This UWMP is required to define the City's current and future water demands, types of uses, supply sources, supply reliability and resiliency, a Water Shortage Contingency Plan (WSCP) and other measures.

The purpose of the WSCP is to plan and outline levels of City response actions during periods of water shortage emergencies. The October 2021 updated WSCP incorporated California's 2018 Water Conservation legislation which, updated the standards for how agencies respond to water shortage conditions. To support the City's adopted WSCP and to be consistent with State requirement, updates to San Bruno Municipal Code (SBMC) Chapter 10.16 (Water Conservation) are required.

## **DISCUSSION:**

In general, the proposed update to Chapter 10.16 of the San Bruno Municipal Code make San Bruno's conservation and enforcement provisions consistent with State requirements and the City's recently updated WSCP, and support the City's water conservation efforts.

Updates to the Chapter 10.16 (Water Conservation) include the following:

1. Re-organization of the Chapter consistent with State legislation structure and priorities
2. Added water conservation regulations under normal conditions
3. Updated water shortage emergency provisions
4. Consolidated enforcement and penalties into one section
5. Authority and responsibility for enforcement and penalty

Below are expanded summaries of items 2-5:

### **2. Water Conservation Regulations Under Normal Conditions**

These updates fall under the newly proposed Article II. Currently, there are no City water conservation regulations under normal (non-drought) conditions. As presently drafted, Chapter 10.16 does not allow the City to enact any conservation measures unless the City Council declares a water emergency and enacts Level 1-6 of the conservation measures outlined in the WSCP.

The updated Chapter 10.16 gives the City broader preliminary conservation regulation authority short of declaring a water conservation emergency. This authority includes:

- Prohibition on watering outdoor landscapes in a manner that causes runoff
- Prohibition on hosing off sidewalks, driveways, and other hardscapes, except to address health and safety needs



Broader conservation measures would still require the City Council to declare a water emergency and enact Level 1-6 of the conservation measures.

### 3. Water Shortage Emergency Provisions

These updates fall under the newly proposed Article III. This section brings this Chapter consistent with California Water Code Section 350. The main updates authorize the City Manager to declare a water shortage emergency in response to imminent emergencies to protect public health and safety, such as an infrastructure failure. Currently, only the City Council is authorized to declare a water shortage emergency. This update will allow the City Manager emergency authority to respond to an imminent situation. City Council authorization will still be required to enact sustained water conservation measures.

The proposed Article III also incorporates and make water shortage level categories consistent with both the State's terminology and standards in Water Code Section 350. The City's updated Water Shortage Contingency Plan approved at the October 26, 2021 City Council Meeting was also updated to be consistent with the State's 2018 Water Code Section 350.

### 4. Consolidated Enforcement and Penalties into One Section

These updates fall under the newly proposed Article V. Currently, enforcement penalties and provisions are located under Articles II, III, and IV. The proposed Article V consolidates all enforcement and penalty provisions under one section. This provides consistency and ease for future revisions as needed.

### 5. Authority and Responsibility for Enforcement and Penalties

Currently, authority and responsibility for enforcement and penalties lies with an appeals board or subcommittee appointed by the City Council. The proposed Chapter 10.16 updates give enforcement authority and responsibility to the Public Works Director under direction and final decision of the City Manager.

All other provisions of Chapter 10.16 remain unchanged.

The SBMC Chapter 10.16 update was completed by the engineering firm of West Yost Associates of Pleasanton, California. This firm completed the 2021 update to the Urban Water Management Plan and the Water Shortage Contingency Plan, and updating the Municipal Code is the final task of this project.

### **FISCAL IMPACT:**

There is no immediate fiscal impact as a result of approving this Ordinance. However, it can be expected that revenue to the City's water and sewer enterprises will decrease with increased water conservation. This is due related to the City's consumption-based user charges for water and sewer services. Should it be necessary to address the City's water and sewer rate structure due to decreased revenue, staff will discuss such requests with the City Council and received direction at that time.

Limited costs for administrative and public education expenses are anticipated depending on the water conservation measures that are implemented. Any future appropriation requests above the authorized budgets will be presented to the City Council as needed.

**ENVIRONMENTAL IMPACT:**

The action is not a project subject to CEQA. City Council's action is not considered a "Project" per Title 14 California Code of Regulations (CCR) §15378(b)(5) and would not result in a direct or reasonably foreseeable indirect physical change in the environment (per Title 14 CCR § 15060(c)(2)). Therefore, no further environmental analysis is required.

**RECOMMENDATION:**

Waive First Reading and Introduce an Ordinance Amending Chapter 10.16 (Water Conservation) of the San Bruno Municipal Code.

**ALTERNATIVES:**

1. Request additional information before introducing the ordinance.

**ATTACHMENTS:**

1. Proposed Amended San Bruno Municipal Code Chapter 10.16 Water Conservation

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF SAN BRUNO AMENDING  
CHAPTER 10.16 (WATER CONSERVATION) OF THE  
SAN BRUNO MUNICIPAL CODE**

**WHEREAS**, the City adopted the updated Water Shortage Contingency Plan (WSCP) at the October 26, 2021 City Council Meeting; and

**WHEREAS**, in accordance with California's 2018 Water Conservation Legislation, municipal water suppliers, providing drinking water to more than 3,000 customers, or supplying more than 3,000 acre-feet of water annually, are required to update the Water Shortage Contingency Plan, or equivalent, consistent with state standards and policies; and

**WHEREAS**, West Yost Associates of Pleasanton, California, which firm completed the City's WSCP, completed the proposed update to Chapter 10.16 (Water Conservation) of the San Bruno Municipal Code (SBMC) as part of the final task of this project; and

**WHEREAS**, updates to SBMC Chapter 10.16 (Water Conservation) include 1) a re-organization of the Chapter 10.16 consistent with the organizational structure and priorities of California Water Code Section 350, 2) added water conservation regulations under normal conditions, 3) updated water shortage emergency provisions, 4) consolidated enforcement and penalties previously placed throughout Chapter 10.16 into one section, and 5) updates to the authority and responsibility for enforcement and penalty; and

**WHEREAS**, much of the current provisions of Chapter 10.16 (Water Conservation) remain unaffected, the Chapter re-organization and incorporation of State conservation and enforcement requirements are significant. As such, the Ordinance must be amended to ensure alignment with California Water Code Section 350 and provisions of the adopted 2021 San Bruno WSCP; and

**WHEREAS**, the City does, accordingly, find and declare that it should repeal and replace in its entirety Chapter 10.16 of the San Bruno Ordinance Code to ensure the City's requirements around water conservation response, regulation, and enforcement align with the State of California's requirements.

**NOW, THEREFORE**, the City Council of the City of San Bruno does ordain as follows:

**SECTION 1.** Recitals. The above recitals are incorporated as though set forth in this section.

**SECTION 2.** Chapter 10.16 (Water Conservation) of Title 10 (Municipal Services) is hereby repealed and replaced in its entirety by a new Chapter 10.16 to be numbered and entitled and to read as follows:

## **Chapter 10.16 WATER CONSERVATION**

### **Article I. General**

#### **10.16.010 Definitions.**

- A. "City council" means the city council of the city of San Bruno, California.
- B. "Customer" means any person, whether within or without the geographic boundaries of the city of San Bruno who uses water supplied by the city of San Bruno department of public works, water division.
- C. "Director" means the director of public works of the city of San Bruno.
- D. "Period of precipitation" means during rainfall and not any generalized or specific season or period of the year.
- E. "Person" means any person, firm, partnership, association, corporation, company, organization or governmental entity.
- F. "Swimming pool" is defined to include any indoor or outdoor constructed swimming or bathing pool or spa that can hold one thousand gallons of water, or more.
- G. "Unit of water" is one hundred cubic feet of water.
- H. "Water shortage emergency", as declared by the city council or city manager, is a specific identifiable discrete event or sudden unexpected occurrence, including without limitation a drought, a storm, flood, fire, or an unexpected equipment outage, the failure of a water facility, including treatment plant, pump, pipeline or other conduit, or a catastrophic event, including, but not limited to, a regional power outage, an earthquake, or other disaster, that has occurred that causes a disruption, or creates an imminent threat of disruption, in the water supply to all or a portion of the city's water customers.
- I. "Water shortage contingency plan" means the planning document, as amended from time to time and adopted by the city council, setting forth the city's strategic plan for preparing and responding to water shortages, including the water shortage levels and associated actions. The water shortage contingency plan is a required component of the city's urban water management plan as specified in the "Urban Water Management Planning Act," codified as Part 2.6, Urban Water Management Planning, of Division 6, Conservation, Development, and Utilization of State Water Resources, in the California Water Code, beginning with Section 10620. (Ord. 1522 § 3, 1990)

#### **10.16.020 Purpose and Scope**

This chapter includes water conservation provisions during normal conditions and water shortage emergencies to minimize the effect of a shortage of water on the city's customers. This chapter includes provisions that will significantly reduce the consumption of water over an extended period of time, thereby extending the available water required by the city's customers while reducing the hardship to the greatest extent possible. It is intended to implement the city's water shortage contingency plan and water demand management actions upon declaration of a water shortage emergency condition.

## **Article II. Water Conservation Regulation**

### **10.16.030 Prohibition of Water Waste.**

For water conservation purposes, it is the policy of the city to prohibit wasteful uses of water from the city's water supply system, or misuse of water in the city of San Bruno from whatever source.

The recipients of water delivered by the city shall put the water only to reasonable and beneficial use at all times. In addition to the State's water conservation restrictions, prohibitions or regulations, no customer or other user of the city's water system shall knowingly waste or permit the waste of water including but not limited to:

A. Watering outdoor landscapes in a manner that causes more than incidental runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures.

B. Use of a hose that dispenses water to wash a motor vehicle, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use.

C. Hosing off sidewalks, driveways, and other hardscapes, except to the extent necessary to address a health and safety need.

D. Use of water in an ornamental fountain or other decorative water feature, except where:

E. the water is part of a recirculating system; or

F. the fountain is registered on the National Register of Historic Places as of January 1, 2018.

G. Watering turf and ornamental landscapes during and within 48 hours after measurable rainfall of at least one-fourth of one inch of rain, based on records of the National Weather Service, or the closest California Irrigation Management Information System station to the parcel, or any other reliable source of rainfall data available to the city.

H. Waste through leakage of defective or inoperable plumbing, piping, or other water-use equipment.

## **Article III. Water Shortage Emergency**

### **10.16.040 Declaration of water shortage emergency.**

Pursuant to California Water Code Section 350, the city council shall conduct a duly noticed public meeting for the purpose of finding and determining that a water shortage emergency condition exists. Upon finding of a water shortage emergency condition, the city council, by resolution, may declare a water shortage emergency and indicate the water shortage condition and implement water use regulations consistent with SBMC §10.16.040, and enforcement actions and penalties as generally described in Article V of this chapter, and as more specifically declared by the resolution and the then-current water shortage contingency plan. The city council may also adopt a temporary water rate increase and institute an excess water rate surcharge per SBMC §10.16.130. Water use regulations, enforcement actions and penalties, and water shortage rates shall remain in effect until the city council determines a state of water shortage emergency no longer exists.

A. Notwithstanding the foregoing, in the event of a fire or a breakage or failure of water treatment or distribution facilities, causing an immediate emergency or water shortage, the city manager is hereby authorized to declare a water shortage emergency and, if so declared, shall initiate implementation of the appropriate and necessary provisions of the city's emergency response plan and/or water shortage contingency plan. As soon as possible after such a declaration, the city manager shall make a full report on the water shortage emergency to the city council for ratification. During any such water shortage emergency, the city manager and his/her designees may take all steps necessary to protect and preserve the city's water system, and to protect the health and safety of the city's water customers and users, including but not limited to locking out nonessential water services, and obtaining and making available temporary water supplies.

B. In implementing subsection A of this section, the city manager shall be guided by the following guidelines applicable to the allocation of water supply during water shortages:

1. No water service shall be extended to new customers until the city council determines that the water shortage no longer exists;
2. Water service to critical community service facilities, including, without limitation, hospitals and emergency shelters, shall take precedence over water service to residential, commercial, institutional, and industrial customers;
3. Water service to residential, commercial, institutional, industrial and non-irrigation customers shall take precedence over water service to irrigation customers;
4. Once residential customers are receiving a water supply sufficient to meet their minimal health and safety requirements, water service to commercial, institutional, and industrial customers (for non-irrigation uses) shall take precedence over other uses of such water;
5. Water service to customers within the city's water service area boundaries shall take precedence over water service outside the city's water service area boundaries.

### **10.16.050 Water shortage emergency regulations**

City council or City Manager may declare water shortage emergency conditions when it finds that available water supply cannot meet the normal demands of its water customers.

A. A Level 1 water shortage will be declared when the city has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 10 percent is required. Water conservation measures set out in Chapter 10.16 Article II, "Water Conservation", presently enacted or amended, shall be voluntary.

B. A Level 2 water supply shortage will be declared when the city has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 20 percent is required. The following regulations on water use shall be applicable:

1. Water conservation measures set out in Chapter 10.16 Article II, "Water Conservation", presently enacted or amended, shall be mandatory and enforceable as to all water users under a mandatory level 2 declaration.
2. The watering of grass, lawn, groundcover, shrubbery, open ground crops and trees, in a manner that results in runoff into sidewalks, gutters and streets or during periods of precipitation, or to an extent which allows excess water to run to waste, is prohibited.
3. The watering of grass, lawn, groundcover, shrubbery, and trees, between the hours of nine a.m. and four p.m. is prohibited. Odd addresses are permitted to water Monday and Thursday, even addresses are permitted to water Tuesday and Friday, and non-numerical addresses are permitted to water Monday and Thursday. Irrigation shall be limited to 15 minutes per irrigation station.
4. The escape of water through leaks, breaks, or malfunction within the water user's plumbing or distribution system for any period of time within which such break or leak should reasonably have been discovered and corrected, is prohibited. It shall be presumed that a period of ten days after the water user discovers such break, leak, or malfunction, or receives notice from the city of such condition, whichever occurs first, is a reasonable time within which to correct such condition or to make arrangement for correction.
5. The use of water from a hose for the cleaning of buildings, structures, walkways, sidewalks, driveways, patios, parking lots or hard-surfaced areas is prohibited. The washing of windows or structures with a bucket and squeegee is not prohibited.
6. The operation of a car wash using water from the city's water system is prohibited, unless water for such use is recycled.
7. The use of water from any fire hydrant is prohibited, unless specifically authorized by permit from the public works director, or his/her designee,

except by regularly constituted fire protection agencies for fire suppression purposes.

8. The use of water to fill, clean or maintain artificial or decorative lakes, fountains or ponds with a capacity of one thousand gallons or more is prohibited.
9. Using potable water from whatever source, in construction for dust control, or soil compaction is prohibited, unless reclaimed (or “nonpotable”) water is not available. Vehicles hauling and spraying such water must have standardized signs indicating “reclaimed” or “nonpotable” water.

C. A Level 3 water supply shortage will be declared when previous water conservation targets have not been met, or the city has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 30 percent is required. The following regulations on water use shall be applicable:

1. All of the level 2 regulations, in subsection B, shall continue to be in effect during level 3, and shall be mandatory under a mandatory level 3 declaration.
2. The filling of any swimming pool is prohibited, unless there are extenuating circumstances as determined by the public works director, or his/her designee.
3. The service of water in restaurants is prohibited, except upon request by the customer.
4. The use of any water for the flushing of fire hydrants and/or fire related drills, and water mains is prohibited, unless there is an emergency as determined by the public works director, the fire chief, or the city manager.
5. The indiscriminate running of water or washing with water is prohibited, that results in flooding or runoff in or on sidewalks, gutters, and streets.

D. A Level 4 water supply shortage will be declared when previous water conservation targets have not been met, or the city has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 40 percent is required. The following regulations on water use shall be applicable:

1. All of the level 3 regulations, in subsection C, shall continue to be in effect during level 4, and shall be mandatory under a mandatory level 4 declaration.
2. Substantial planting or replanting of new landscaping which is not drought tolerant will be prohibited until such time the city council has determined that the emergency has passed. For new developments in which water-dependent (not drought-tolerant) landscaping is required as a use permit condition, the city shall require a cash bond or other form of security subject to approval of the public works director, or his/her designee, from the developer in an amount specified which will be placed in an account in which the interest shall accrue to the developer. “Substantial” planting or replanting is hereby defined as planting or replanting in excess of ten percent of the total planted area of the development, parcel, site or lot.



E. A Level 5 water supply shortage will be declared when previous water conservation targets have not been met, or the city has determined that the water supply is not sufficient to meet normal demand and a reduction in water use up to 50 percent is required. The following regulations on water use shall be applicable:

1. All of the level 4 regulations, in subsection D, shall continue to be in effect during level 5, and shall be mandatory under a mandatory level 5 declaration.
2. Use of water as deemed to be wasteful, as determined by the public works director, or his/her designee, is prohibited.
3. At the direction of the city council, and upon adoption of a resolution implementing water rationing, a mandatory water rationing program shall be implemented, as set forth in Article IV, below.

F. A Level 6 water supply shortage will be declared when previous water conservation targets have not been met, or the city has determined a reduction in water use greater than 50 percent is required. The following regulations on water use shall be applicable:

1. All of the level 5 regulations, in subsection E, shall continue to be in effect during level 6, and shall be mandatory under a mandatory level 6 declaration.
2. Use of water as deemed to be wasteful, as determined by the public works director, or his/her designee, is prohibited.

## **Article IV. Water Rationing Regulations**

### **10.16.060 Prohibition of nonessential uses of water.**

Upon the institution of water rationing by the San Bruno city council, it is unlawful for any person, firm, partnership, association, corporation or political entity to use water for nonessential uses, as defined below. (Ord. 1522 § 3, 1990)

### **10.16.070 Nonessential uses defined, water rationing.**

Upon the institution of water rationing by the San Bruno city council, the following uses of water are determined to be nonessential, except as further provided in this chapter:

A. All uses identified as nonessential in Section 10.16.050 of “Article II—Water Conservation Regulations” of this chapter.

B. Use of water in excess of the following allocations:

1. Residential customers: as specified by resolution of the San Bruno city council.
2. Industrial customers: as specified by resolution of the San Bruno city council.

3. Commercial, institutional and governmental customers: as specified by resolution of the San Bruno city council.

4. Irrigation and outside water usage customers: as specified by resolution of the San Bruno city council. (Ord. 1522 § 3, 1990)

#### **10.16.080 Exceptions.**

Written application for an exception or adjustment for water use may be made to the public works director. The public works director, or his/her designee, may:

- A. Grant permits for the use of water otherwise prohibited; or
- B. Adjust the allocations in Section 10.16.120 (B), if it finds that:
  - 1. Failure to do so would cause an emergency condition adversely affecting the health, sanitation, fire protection or safety of the customer, water user, or the public, and
  - 2. The customer or water user has adopted all practicable water-conservation measures;

The public works director, or his/her designee, may, upon written application, grant permits for the use of water otherwise prohibited or adjust the allotments in Section 10.16.120 (B), if it finds that failure to do so would cause unnecessary and undue hardship to the customer, water user, or the public. (Ord. 1522 § 3, 1990)

#### **10.16.090 Excess water use charge.**

An excess use charge as determined by resolution of the San Bruno city council will be levied for water used in excess of the allocations specified by resolution of the San Bruno city council. Additional charges may be imposed to compensate for a loss of revenue or to pay an additional cost for the purchase or the provision of water. (Ord. 1522 § 3, 1990)

#### **10.16.100 Waiver of excess water use charge.**

Written application for an appeal of an excess water use charge may be made to the public works director. The public works director, or his/her designee, may:

- A. Waive a specific excess water use charge if it finds, based upon facts presented, that sufficient justification is present to allow such a waiver.
- B. Grant a waiver for one or more of the following reasons:
  - 1. Water used in excess of allocation was for the protection of health and/or sanitation or for the protection of property in the case of fire.

2. Water used in excess of allocation was the results of a condition unknown to the customer or water user which has subsequently been corrected to the satisfaction of the city.

C. A waiver shall not be granted unless the customer or water user has adopted and has demonstrated all practicable water conservation measures, nor shall a waiver be granted on the basis of economic hardship. (Ord. 1522 § 3, 1990)

## **Article V. Enforcement and Penalties**

### **10.16.110 Enforcement.**

The director of public works, or his/her designee, is responsible for enforcing the provisions of this part. Enforcement and/or penalties of Sections 10.16.160 and 10.16.190 may be used to secure compliance with the above water conservation regulations. (Ord. 1522 § 3, 1990)

### **10.16.120 Enforcement of water shortage emergency regulations and water rationing—Civil.**

A. If at any time a customer or water user has violated any provisions regarding “Article III— Water Shortage Emergency ,” or “Article IV—Water Rationing Regulations,” including use of water in excess of the allotments sets forth in Section 10.16.110(B), the city may in lieu of, or in addition to the penalties provided for in Section 356 and Section 31029 of the California Water Code, install a flow-restricting device on the water service line or disconnect or remove water service. Upon restriction, disconnection, or removal of water service, a written notice shall be served upon the violator, or conspicuously posted at the entrance to the violator’s premises, and shall state the time, place and general description of the violation and the method by which reconnection or non-restriction can be accomplished.

B. Charges for disconnection, or installation of flow-restricting devices and restoration of service or removal of restrictions shall be specified by resolution of the San Bruno city council.

C. Discontinuance of Water Service. The continued violation of water conservation regulations or water consumption in excess of the allocation will result in discontinuance of water service by the city of San Bruno. A charge of one hundred dollars shall be paid prior to reactivating the service.

D. Notices and/or warnings of any violation of this chapter, or of any notice required by this chapter or by state law, may validly be issued by any employee of: the San Bruno water division; the San Bruno police department; the San Bruno finance department; the neighborhood improvement representative; the city engineer; the director of public works; the city attorney; and/or the city manager.

E. In addition to any other enforcement provisions of this section, the city attorney may also seek civil penalties in an amount sufficient to deter such violation, but in no event greater than five thousand dollars for each such violation of this chapter. (Ord. 1522 § 3, 1990)

#### **10.16.130 Appeal.**

Any person who feels that the activity or condition which resulted in the restriction, removal, or disconnection of water service pursuant to this chapter did not constitute a violation of this chapter may appeal to the public works director. If the public works director, or his/her designee, finds that the activity or conduct did not constitute a violation of this chapter, the reconnection charge will be refunded. (Ord. 1522 § 3, 1990)

#### **10.16.140 Reconnection.**

Where water service is disconnected, restricted or removed as authorized above, it shall be reconnected, restored or restriction removed upon the correction of the condition or activity. A reconnection charge of one hundred dollars shall be collected before water service can be continued. (Ord. 1522 § 3, 1990)

#### **10.16.150 Penalties—Criminal.**

A. Violation of any provision of this chapter shall be an infraction punishable by a fine not to exceed fifty dollars for a first offense; one hundred dollars for a second violation of this chapter within one year; two hundred and fifty dollars for each additional violation of this chapter within one year.

B. Each day any such violation(s) of this chapter is committed or permitted to continue shall constitute a separate offense and shall be punishable as such hereunder.

C. Such violations may be prosecuted by a criminal complaint filed by the San Bruno city attorney, or by a notice to appear (citation) issued by the San Bruno police department, or by the San Bruno neighborhood improvement representative. (Ord. 1522 § 3, 1990).

**INTRODUCED** on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, and **PASSED AND ADOPTED** by the City Council of the City of San Bruno on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

AYES: Councilmembers: \_\_\_\_\_

NOES: Councilmembers \_\_\_\_\_

ABSTAIN: Councilmembers \_\_\_\_\_

ABSENT: Councilmembers \_\_\_\_\_

\_\_\_\_\_  
Rico E. Medina  
Mayor of the City of San Bruno

ATTEST:

\_\_\_\_\_  
Vicky Hasha  
Deputy City Clerk



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan Grogan, City Manager

**PREPARED BY:** Pamela Wu, Director

**SUBJECT:** Study Session for the release of the Draft 2023 - 2031 Housing Element

**BACKGROUND:**

The Community and Economic Development Department will be releasing the 2023-2031 Housing Element for public review on the city's website on May 24, 2022. The public review period of the draft Housing Element will be available until June 24, 2022. During this period, decision makers, interested agencies, housing organizations, and the public can review the document and provide comments. Comments can be sent to Senior Planner, Michael Smith, at [msmith@sanbruno.ca.gov](mailto:msmith@sanbruno.ca.gov). These comments will be reviewed, and, where appropriate, incorporated to the draft Housing Element. The revised document will then be forwarded to the California Department of Housing and Community Development Department (HCD) for review and comments.

The intent of this study session is to present and announce the release of the draft Housing Element. The report will also highlight progress that has been made since January, specifically development of the sites inventory and housing policies. Together with comments received during the public review period, the draft document will then be forwarded to HCD for review. HCD's comments are anticipated to be returned in the fall that can be incorporated into the final draft for City Council's approval.

In compliance with the California Environmental Quality Act (CEQA), an environmental document has been prepared, and will be circulated and made available for public review with the updated draft of the Housing Element before City Council's final approval.

This report and the study session will focus on:

- The updated housing sites inventory
- Policy development considering factors such as Affirmatively Furthering Fair Housing (AFFH) and public input
- The overall Housing Element adoption schedule

**DISCUSSION:**

The Housing Element consists of extensive analysis on housing needs, constraints to housing production, fair housing assessments, housing resources, public engagement, and previous accomplishments as well as proposed housing sites and goals, policies, and programs. The Draft Housing Element and Technical Background Reports (appendices) are available on the Housing Element webpage.

**Housing Element Sites Inventory**

A key component of the draft Housing Element includes identification of potential housing sites that can feasibly be developed to satisfy the city's RHNA allocation of 3,165 units (plus a 15% buffer as directed by the City Council, totaling 3,640 units). The proposed sites inventory has been updated based on City Council's direction during the January study session and feedback provided by the public. The table below describes how the city could meet its RHNA requirement by project type.

**Table 1 – RHNA Goal by Project Type**

Project Type	Units	RHNA Goal + 15% buffer
Pipeline Projects	670	
TCP and other sites	1,293	
Tanforan	1,000	
Accessory Dwelling Units (ADU's)	345	
Bayhill Specific Plan Area	415	
<b>Total</b>	<b>3,723</b>	<b>3,640</b>

**I. Pipeline Projects**

According to HCD, development projects that have either been approved, issued a building permit, *or* received a certificate of occupancy since the beginning of the RHNA projection period may be credited toward meeting the RHNA allocation based on the affordability and unit count of the development. Staff has evaluated pipeline projects that could count towards the sixth cycle RHNA and the total number of pipeline units is 670 as shown in the table below.

**Table 2 – Pipeline Projects**

	Status	Very Low	Low	Moderate	Market	Total
<b>Mills Park</b>	Entitled	26	19	20	362	427
<b>Glenview Terrace</b>	Under Review	0	1	3	25	29
<b>111 San Bruno Ave.</b>	Under Review	5	0	0	41	46
<b>271 El Camino Real</b>	Entitled	0	1	2	20	23
<b>732-740 El Camino Real</b>	Under Review	8	59	6	63	136
<b>500 Sylvan Ave.</b>	Entitled	0	0	0	9	9
<b>Total</b>		<b>34</b>	<b>80</b>	<b>331</b>	<b>520</b>	<b>670</b>

## II. TCP and Other Sites

State law requires a map to be included in the Housing Element that demonstrates available site locations that are suitable for new housing units.

For sites with assumed densities over 30 dwelling units/acre, HCD allows staff to count projected units towards low, very low-, and moderate-income targets. It is possible that the number of sites may be reduced over the course of the review by HCD. Planning for RHNA with a 15 percent buffer ensures flexibility during the review process and ensures that the City meets its RHNA and housing policy goals.

Staff analyzed sites within the TCP and determined there is significant housing development potential along its corridors which are likely to develop over the RHNA cycle. The estimated housing densities for the sites is based on numerous conversations with developers and the density of projects that have already been entitled within the TCP, therefore, the densities represent a realistic development potential for the sites. The TCP will reach its full buildout at 1,610 housing units.

The sites listed in the table below includes all identified vacant and nonvacant housing opportunity sites within the TCP and some sites outside the TCP. Sites outside the TCP include those along the northern end of the El Camino Real corridor and those at vacant former school sites. The list does not include the Tanforan sites or housing sites within the Bayhill Specific Plan which are described separately. A map of the sites by census tract can be found in Attachment 1.



Table 3 - TCP and other Sites List.

Site	Address	# of Units	Plan Area	Rezone	Status
AT&T Building	840 San Bruno Ave.	320	TCP	No	vacant
Walgreens	333 El Camino Real	150	TCP	No	active
Engvall School	2101 Sneath Ln.	118	none	No	vacant
Chili's	899 El Camino Real	100	TCP	No	active
Melody Toyota	750 El Camino Real	73	TCP	No	vacant
Mike's Auto	529 El Camino Real	72	TCP	No	vacant
Budget Motel (vacant)	850 El Camino Real	60	TCP	No	vacant
Bank of America	465 San Mateo Ave.	45	TCP	No	active
Citibank	475 San Mateo Ave.	60	TCP	No	active
San Bruno Pet Hospital	1111 El Camino Real	60	none	No	active
Bedroom Express	426 El Camino Real	50	TCP	No	active
San Bruno Gas	401 San Mateo Ave.	40	TCP	No	active
(vacant)	170 San Bruno Ave.	42	TCP	No	vacant
(vacant)	104 San Bruno Ave.	25	TCP	No	vacant
IHOP	590 El Camino Real	42	TCP	No	active
Edgemont School	500 Acacia Ave.	15	none	No	active
Russo Dental	1101 El Camino Real	15	none	Yes	active
Underutilized site	117 San Juan Ave.	2	none	No	vacant
Underutilized site	116 San Marco Ave.	2	none	No	vacant
(vacant)	San Marco Ave.	2	none	No	vacant
<b>Total</b>		<b>1,293</b>			

\*The table above does not include the Tanforan site or sites within the Bayhill Specific Plan which are described in further detail below.

A limited number of rezonings will be required as specified in the table. The anticipated rezoning efforts that the City will process, along with the existing zoning capacity, and programs to amend the zoning code, will provide the flexibility for even more housing to be built beyond what is estimated in the sites inventory above.

## II. Tanforan Area

Tanforan and its environs have been identified as a major opportunity site for housing based on proximity to transit, proximity to major freeways, and the result of an aging mall. As a result, staff has allocated a minimum of 1,000 housing units for the Tanforan redevelopment site. Rezoning the site to allow for housing would be part of redevelopment effort that is specified in the housing implementation program that will be realized after the Housing Element is adopted.

### **III. Bayhill Specific Plan**

City Council adopted the Bayhill Specific Plan in October 2021 that included two housing overlay districts to provide landowners the option of developing housing. These designations allow for up to 573 dwelling units. Staff has evaluated the overlay zones and in conjunction with input from property owners has determined housing is most likely to be constructed at the Bayhill Shopping Center at 851 Cherry Ave. (210 units) and at the office building located at 801 – 851 Traeger Ave. (205 units). These two sites can accommodate up to a maximum of 415 housing units.

### **IV. Accessory Dwelling Units (ADU)**

HCD allows each jurisdiction to include ADUs as part of its overall RHNA obligation based on the average number of building permits the jurisdiction issued for ADUs over the previous three years (2019 – 2021), as specified in its annual progress report. San Bruno issued building permits for 68 ADUs in 2021, a significant increase over 2020 when it issued building permits for seven ADUs out of 55 applications that were submitted. Projecting forward, staff estimates ADU construction to be more in line with the number of applications the City received in 2020 and 2021 and will try to convince HCD that the 345 ADUs estimated over the 8-year planning period is realistic.

### **Development of Housing Element Policies**

Aside from identifying potential housing sites, another key part of the Housing Element update is to outline various goals, programs and policies to encourage housing development and ways to improve access to housing units. In addition to maintaining the existing housing policies, a new focus will include significant implementation on how goals and policies can affirmatively furthering fair housing (AFFH). Below is a summary of the goals that form the basis of the new draft programs.

1. Improve the development review and approval process to reduce processing times and simplify administration.
2. Increase the availability of housing throughout the city.
3. Protect current residents from displacement.
4. Support the needs of households with low incomes and special needs.
5. Improve the city's management of its affordable housing portfolio and housing funds.
6. Preserve the affordability of existing at-risk affordable housing.
7. Promote sustainable residential development that is energy efficient and reduces greenhouse gas emissions.
8. Promote equity in housing.

Attachment 2 to this staff report includes a draft list of the programs staff is recommending the city pursue in the next planning period.

These policies were developed by considering:

**Housing Needs:** The Housing Needs chapter of the draft Housing Element includes background analyses on City's demographics, employment and housing trends, constraints to housing, housing needs, and potential resources that aid housing production. For a summary of San Bruno's housing needs, see Attachment 3.

**Affirmatively Furthering Fair Housing:** "Affirmatively furthering fair housing (AFFH)" means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics. For a further discussion of AFFH, see Attachment 4.

**Public Input and Outreach:** To get the public involved in the process, staff met with fair housing advocates, services providers, and housing developers. In addition, staff three community meetings and launched a community survey which were promoted through the City's social media, announced on Channel 1, inserted into utility bills, included in the City Manager's newsletter, and distributed to downtown businesses. In partnership with 21 Elements / Let's Talk Housing, a Fair Housing Survey was also distributed to residents. Feedback obtained from all of these outreach efforts have been incorporated into the Housing Element and draft policies. An additional virtual public meeting to further solicit public's input will be held on May 26, 2022.

### Overall Housing Element Adoption Schedule

State law requires that each city within the nine County Bay Area region submit their updated Housing Element to HCD for review by January 31, 2023. Below is a summary of the next steps in the process:

Table 4 – Remaining Housing Element Schedule

<b>Activity</b>	<b>Completion Date</b>
Circulate Housing Element Draft for Public Review	May 24 – June 24, 2022
Council Study Session	May 24, 2022
Submit Draft HE to HCD for review (90-day review period)	July – Oct. 2022*
Revise Document in Response to HCD Comments	Sept. - Oct. 2022
Publish Public Hearing Draft HE (1 <sup>st</sup> Round HCD comments incorporated)	Sept. - Oct. 2022
Circulate CEQA document for public review	Sept. - Oct. 2022
Hearings for HE Adoption	Oct. – Dec. 2022
Submit adopted HE to HCD for 2 <sup>nd</sup> review (30 days)	Dec. 15, 2022
Submit HE to HCD for review and certification	Jan. 31, 2023

\*The first review by HCD will take up to 90 days, and it is anticipated that at least one round of revisions will be required before HCD is prepared to accept the City's Housing Element. Once the Draft Housing Element has been updated to address all HCD comments, public hearings before the Planning Commission and City Council will be scheduled for final review and adoption of the

plan. Following City Council adoption, it will be submitted to HCD for final certification. The deadline to submit a compliant housing element to HCD is January 31, 2023.

**FISCAL IMPACT:** There are no direct budgetary impacts to conduct the study session.

**ENVIRONMENTAL IMPACT:** This Study Session by City Council is not a project subject to CEQA, because the City is not taking action at this time (Public Resources Code Section 21065).

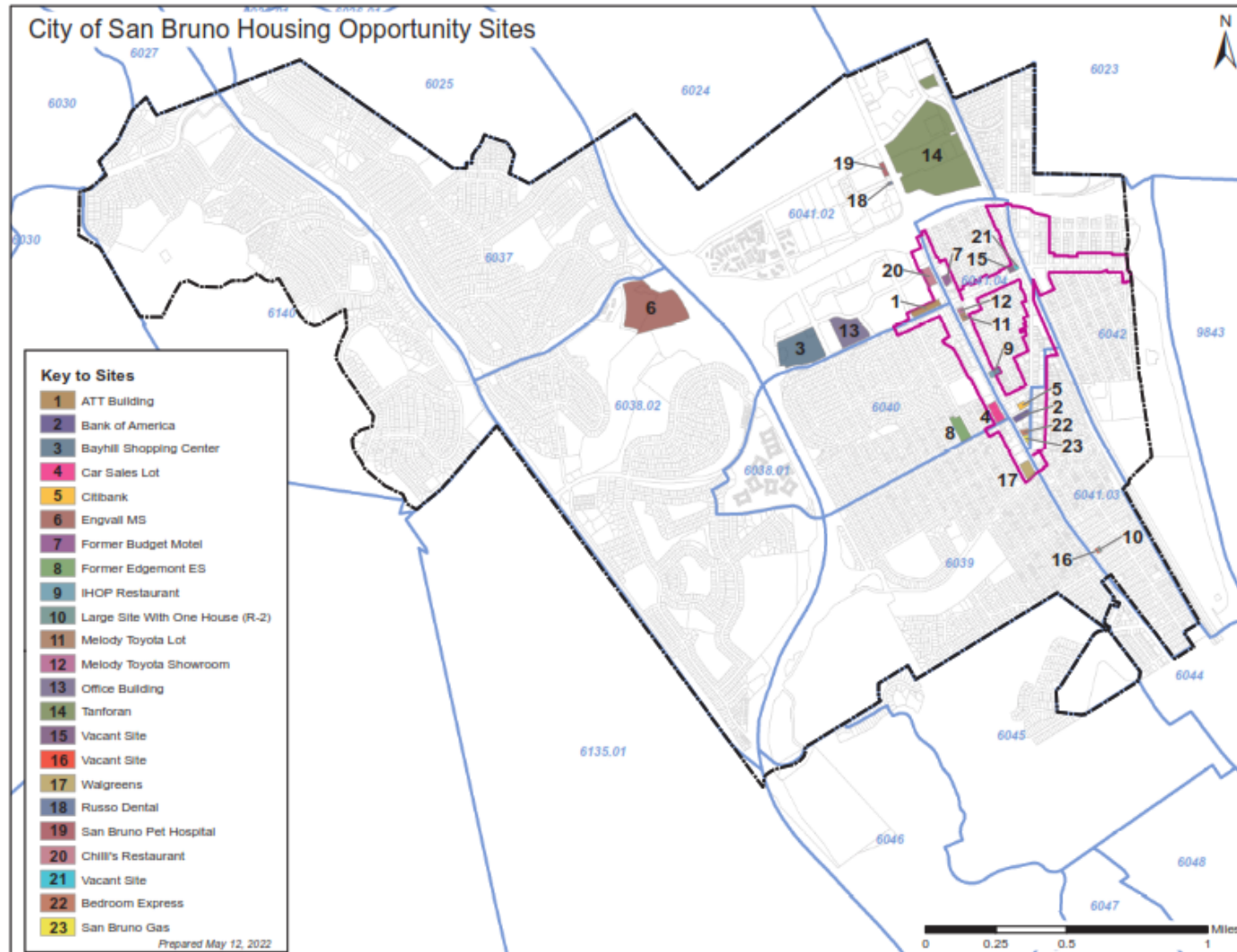
**RECOMMENDATION:** Receive Report

**ALTERNATIVES:** None. This item is for discussion only.

**ATTACHMENTS:**

1. Sites Inventory Map
2. Housing Element Goals and Programs
3. Housing Needs Summary
4. Affirmatively Furthering Fair Housing (AFFH) Summary

# Attachment 1 Sites Inventory Map



## Attachment 2

### Proposed Housing Element Implementation Goals and Policies

Goal	Description
1.	Improve the development review and approval process to reduce processing times and simplify administration.
2.	Increase the availability of housing throughout the City.
3.	Protect current residents from displacement.
4.	Support the needs of households with low incomes and special needs.
5.	Improve the city's management of its affordable housing portfolio and housing funds.
6.	Preserve the affordability of existing at-risk affordable housing.
7.	Promote sustainable residential development that is energy efficient and reduces greenhouse gas emissions.
8.	Promote equity in housing.

#### Goal 1. Improve the development review and approval process to reduce processing times and simplify administration.

Program 1-A. Identify ways to streamline the CEQA review process for housing projects through the use of exemptions or by tiering off existing CEQA documents.

Program 1-B. Establish a streamlined pre-application development conference process with applicants.

Program 1-C. Establish priority permit processing and reduced plan check times for multifamily housing projects affordable to lower- or moderate-income households.

Program 1-D. Adopt Objective Design Standards for multi-family residential projects and mixed-use projects with a residential component.

Program 1-E. Publicly post status updates on project permit approvals on the internet.

Program 1-F. Consolidate fee schedules (across departments) to simplify administration and allow applicants to obtain schedules and documentation in one location. This includes gathering information from outside agency fees.

Program 1-G. Create a clear non-legislative mechanism to allow for deviations from development and parking standards for multi-family and mixed-use development.

Program 1-H. Adopt an ordinance allowing for payment of some development impact fees upon certificate or occupancy, rather than prior to building permit issuance, to reduce developer construction financing costs.

## Goal 2. Increase the availability of housing throughout the city, especially affordable housing.

Program 2-A Study the El Camino Real corridor to determine sites that may be appropriate to be zoned for residential development or higher density residential.

Program 2-B. Evaluate the possibility of putting forth a ballot initiative to increase buildings heights and number of floors along the El Camino Real corridor.

Program 2-C. Support identified housing opportunities.

Program 2-D: Amend the R-2 zoning district to not allow new SFDs on vacant sites and allow two dwellings per lot regardless of lot size.

Program 2-E. Prepare SB9 implementation guidelines for residential lot splits

Program 2-F. Develop a master plan for the redevelopment of Tanforan with a minimum of 1,000 housing units.

Program 2-G: Publicize affordable housing financing strategies.

Program 2-H. Release an RFP for a housing development analysis for city-owned sites.

Program 2-I. Monitor fees charged for ADUs.to assure that they do not create an impediment to ADU production.

## Goal 3. Protect current residents from displacement.

Program 3-A. Require replacement units for low-income households and below market rate units lost during any construction or demolition projects.

Program 3-B: Support and promote fair housing.

Program 3-C. Establish an ordinance that provides for tenant and community first right of purchase or right of first refusal (TOPA and COPA).

Program 3-D. Give displaced residents (former residents of the jurisdiction) preferential access to new affordable housing units.

## Goal 4. Support the needs of households with low incomes and special needs.

Program 4-A. Bolster the city's resources for reasonable accommodations in housing by adding resources on the city website (e.g., modeling the City of San Francisco's website on service and support animals), conducting resident and property owner awareness training, and clearly defining reasonable accommodations in housing in the city code.

Program 4-B. Partner with Project Sentinel to perform fair housing training for landlords and tenants. Focus enforcement efforts on race- based discrimination and reasonable accommodations.

Program 4-C. Publicize affordable housing financing strategies.

Program 4-D. Develop policies to encourage affordable housing beyond the Below Market Rate (BMR) requirement.

Program 4-E. Encourage, facilitate, and promote more homesharing opportunities throughout the city.

Program 4-F. Continue to participate in San Mateo County Housing Authority's Housing Choices Voucher program (formerly Section 8).

Program 4-G. Establish a BMR unit set-aside for tenants with physical or developmental needs.

Program 4-H: Promote the Accessory Dwelling Unit Ordinance.

Program 4-I: Update the Zoning Code for compliance with AB 2162 (Transitional and supportive housing).

Program 4-J: Increase the supply of housing for large families.

#### Goal 5. Improve the city's management of its affordable housing portfolio and housing funds.

Program 5-A. Join with other cities in San Mateo County to share housing staff to support the housing trust/inclusionary zoning/100% affordable housing/other projects.

Program 5-B. Consider using some of the Housing Trust Fund (HTF) resources to support City staffing and/or outside consultants to administer the HTF and deploy HTF resources.

Program 5-C. Revise the BMR ordinance to ensure that all new affordable housing remains affordable for 99 years or in perpetuity.

Program 5-D. Adopt a policy to retain public land over the long term when possible, doing ground leases rather than selling property (including for affordable housing).

Program 5-E. Expedite review and waive fees for affordable housing.

#### Goal 6. Preserve the affordability of existing at-risk affordable housing.

Program 6-A. Require replacement units for low-income households and below market rate units lost during any construction or demolition projects.

Program 6-B. Support a Countywide Below Market Rate Unit Waitlist.

#### Goal 7. Promote sustainable residential development that is energy efficient and reduces greenhouse gas emissions.

Program 7-A. Adopt reach codes that offer higher standards for energy efficiency and electrification of housing.

Program 7-B. Provide information to residents on energy efficiency and electrification incentives from PG&E, BayREN, and others.

Program 7-C: Encourage drought-resistant landscaping.



## Goal 8. Promote equity in housing.

Program 8-A. Research other cities to create an affirmative marketing strategy. Include Spanish marketing materials and ensure bilingual interpretation services are available.

Program 8-B. Partner with local fair housing organizations to perform fair housing training for landlords and tenants, in addition to enforcing fair housing laws, with a focus on disability violations.

Program 8-C. Improve the landing page for housing resources on the city's webpage and add a fair housing section.

Program 8-D. Prioritize city capital improvement investments to address the challenges of the areas east of El Camino, which is disproportionately occupied by Hispanic residents. Improve landscaping and tree cover and parks, reduce pollutants, and create more walkability and pedestrian safety.

### **Attachment 3 Housing Needs Summary**

The Housing Element includes background analyses on City's demographics, employment and housing trends, constraints to housing, housing needs, and potential resources that aid housing production. Below is a brief summary of the analysis that are discussed in the draft document:

- **Population Growth** – San Bruno experienced approximately 11% population growth between 2010 (41,114 people) and 2020 (45,454). Despite strong economic conditions, population growth has begun to slow partly due to rising housing costs as residents relocate to more affordable housing markets. The COVID-19 Pandemic has contributed to slower population growth in recent years.
- **Ethnicity Trend** - From 2000 to 2019, the fastest growing race/ethnic group in San Bruno was Asian. San Bruno also has a large Hispanic population which has remained stable over the same period. The White population has steadily decreased from half in 2000 to 33% in 2019.
- **Income Level** - Almost half of the overall San Bruno's households (renters and homeowners) are within the lower income (45%) category. Many San Bruno households fall into lower AMI categories due to relatively stagnant wages in many industries. Despite the economic and job growth experienced throughout the region since 1990, the income gap has continued to widen.
- **Available Housing Stock** - San Bruno had a total of 16,159 housing units as of 2019, which is a five percent increase since 2010. Unfortunately, housing production has not kept up with the housing demand for several decades in the Bay Area, as the total number of units built and available has not yet come close to meeting the population and job growth experienced throughout the region. The housing stock in San Bruno in 2020 was primarily made up of single-family detached buildings (56%) and multi-unit buildings of 5 units or more (35%).
- **Regional Context** - Although San Mateo County has a robust economy and low unemployment rate, the cost of living index for housing continues to contribute the fact that much of its workforce cannot afford to live and sustain themselves within the San Mateo County.
- **Regional High Housing Cost Concern** – The median and average prices of both single-family homes and condos in San Mateo County and the Bay Area increased by more than 100% from 2010 to 2021. In San Bruno, home and condo prices increased nearly 150%. Like home values, rents have also increased across the Bay Area in the last decade. Many renters have experienced eviction or displacement due to excessive high rent in the region.

- **Housing Cost** - In San Bruno, 37% of households are cost burdened or severely cost burdened. Spending such large portions of income on housing puts households at higher risk of displacement, eviction, or homelessness. Cost-burdened households tend to live in overcrowded homes and have limited money to dedicate towards other necessities such as food, transportation, and medical care.
- **Aging Population and Senior Housing**- San Mateo County is expecting a 26 percent increase in the number of seniors between 2020 and 2030. Twenty-six percent of senior households in San Bruno earn 0%-30% of AMI, and 44% of households earn below 50% AMI. Affordable housing options for these seniors are crucial. Seniors are significantly more likely to be homeowners than renters and their homes are in need of retrofits to allow them to age in place or stay in the community but in a smaller unit or with services available.
- **Disability** - Eight percent of San Bruno residents have disabilities that prevent them from working, restrict their mobility, or make it difficult to care for themselves. In addition to the need for housing that is accessible or ADA-compliant, housing affordability is a key limitation as many persons with disabilities live on disability incomes or fixed income.

The above-mentioned trends lend themselves to policies that seek to ensure a wider variety of housing will be provided. While the last several decades have mainly focused on construction of single-family homes, limited townhouse projects and larger apartment complexes, public input and identified needs indicate a desire for other types of housing such as small apartments, accessory dwelling units, senior living options and middle housing in existing residential neighborhoods. The past and projected population growth and overcrowding all indicate a need for an increased number of homes in the city.

## **Attachment 4**

### **Affirmatively Furthering Fair Housing Findings Summary**

New for this Housing Element update, HCD is requiring every Housing element to include an affirmatively furthering fair housing analysis. “Affirmatively furthering fair housing” means taking meaningful actions, in addition to combating discrimination, that overcome patterns of segregation and foster inclusive communities free from barriers that restrict access to opportunity based on protected characteristics [e.g. race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability]. California law, as established by AB 686, requires all public agencies to “administer programs and activities relating to housing and community development in a manner that affirmatively furthers fair housing, and take no action inconsistent with this obligation.” The law also requires that housing elements include an analysis of fair housing outreach and capacity, integration and segregation, access to opportunity, disparate housing needs, and current fair housing practices.

For the City of San Bruno, a Fair Housing Assessment of the City was prepared which describes fair housing enforcement and outreach capacity, integration and segregation, access to opportunity and disparate housing needs as contributing factors that needed to be addressed in the city’s fair housing action plan. Some primary findings from the Fair Housing Assessment include the following:

- Hispanic and Other/Multiple race residents are more likely to live in low resource areas compared to high resource areas. Conversely, Non-Hispanic White residents are more likely to live in moderate and high resource areas.
- Residents reporting Other/Multiple races have very high rates of poverty and American Indian/Alaska Native and Hispanic households have lower household incomes compared to the non-Hispanic White population in San Bruno.
- African American households have a comparable income distribution to non-Hispanic, White households and Asian households have higher income distributions than non-Hispanic White households.
- The tracts east of El Camino Real are disproportionately impacted by lower educational opportunity, lower economic opportunity, lower environmental scores—primarily due to traffic on the highways, groundwater threats, and diesel particulate matter, higher social vulnerability scores, including concentrations of cost burdened households, overcrowding, and low resource scores.
- San Bruno’s residents are more racially and ethnically diverse than residents in San Mateo County and the Bay Area overall because San Bruno has a higher share of residents who are Asian and Hispanic. However, Asian residents are the most segregated compared to all other racial groups and Hispanic residents are most segregated from White.
- There are no Racially / Ethnically Concentrated Area of Poverty or a Racially / Ethnically Concentrated Area of Affluence (R/ECAA) in San Bruno.



## City Council Agenda Item Staff Report

CITY OF SAN BRUNO

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**DATE:** May 24, 2022

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Jovan Grogan, City Manager

**PREPARED BY:** Vicky Hasha, Deputy City Clerk

**SUBJECT:** Appoint City Council Subcommittee to Review Fireworks Stand Permit Applications in Preparation for the Sale of Safe and Sane Fireworks in San Bruno

### **BACKGROUND:**

The City of San Bruno Municipal Code allows by special permit, the sale of “Safe and Sane” fireworks at temporary fireworks stands. Prior to authorizing fireworks stand permits, the City Clerk reviews all fireworks stand permit applications for completeness and forwards the applications for review by a City Council subcommittee for their recommendation to the full City Council.

On June 24, 2008, the City Council adopted Resolution No. 2008-67, pertaining to rules and regulations associated with temporary fireworks stands pursuant to San Bruno Municipal Code Section 6.50.060.

Section 9.C of Resolution No. 2008-67 states:

“A City Council subcommittee may review the applications and the City Clerk findings and make recommendations to the City Council.”

### **DISCUSSION:**

As required in the San Bruno Municipal Code, only eighteen (18) “Safe and Sane” fireworks stands are permitted, of which nine (9) are grandfathered status and the remaining are lottery status. Grandfathered permits were assigned to organizations with properly issued permits in effect on July 4, 1997. As of the deadline, 12 applications were received for 2022. All 12 applications have been reviewed by the Deputy City Clerk and are ready for review by a City Council subcommittee.

All permit applicants will be required to attend the mandatory fireworks safety meeting conducted by the Police and Fire Departments on June 8, 2022.

### **FISCAL IMPACT:**

There is no fiscal impact for this appointment.

### **ALTERNATIVE:**

1. Do Not Appoint a Fireworks Subcommittee for the 2022 Application Review.

**RECOMMENDATION:**

Appoint a City Council Subcommittee to Review Fireworks Stand Permit Applications in Preparation for the Sale of Safe and Sane Fireworks in San Bruno

**ATTACHMENTS:**

1. Resolution No. 2008-67

**DATE PREPARED:**

May 18, 2022

**RESOLUTION NO. 2008 - 67**

**RESOLUTION AMENDING RULES AND REGULATIONS PERTAINING  
TO TEMPORARY FIREWORKS STANDS PURSUANT TO  
SAN BRUNO MUNICIPAL CODE SECTION 6.50.060**

**WHEREAS**, California Health and Safety Code section 12500, *et seq.*, provides that cities may authorize the sale, use and discharge of "safe and sane" fireworks, as defined by state law;

**WHEREAS**, San Bruno Municipal Code Chapter 6.50 provides for the limited sale, use and discharge of "safe and sane" fireworks;

**WHEREAS**, San Bruno Municipal Code §6.50.050 provides that it is unlawful for any person to possess for sale or to sell "safe and sane" fireworks within the city without having first applied for and received a city permit authorizing such sale;

**WHEREAS**, San Bruno Municipal Code §6.50.060 provides that the city council shall establish by resolution the rules and regulations pertaining to temporary fireworks stands;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of San Bruno that all previous rules and regulations pertaining to fireworks are hereby rescinded.

**BE IT FURTHER RESOLVED** that the following new rules and regulations for issuance of permits for temporary fireworks stands are hereby:

- |            |  |
|------------|--|
| Section 1  | Definitions.   |
| Section 2  | Eligible applicants.                                     |
| Section 3  | Application requirements.                                |
| Section 4  | Cost recovery fee.                                       |
| Section 5  | Location for temporary fireworks stands.                 |
| Section 6  | Eligibility requirements.                                |
| Section 7  | Maximum number of permits.                               |
| Section 8  | Notice of application deadline and lottery.              |
| Section 9  | Application review process.                              |
| Section 10 | Permits – lottery process.                               |
| Section 11 | Post lottery permit requirements.                        |
| Section 12 | Temporary fireworks stand general requirements.          |
| Section 13 | Fire Department general safety requirements.             |
| Section 14 | Permit suspension, revocation, and automatic revocation. |
| Section 15 | Permanently ineligible.                                  |
| Section 16 | Permit expiration.                                       |
| Section 17 | Seizure of fireworks.                                    |

**Section 1. Definitions.**

The following words and phrases are defined as follows:

A. "Fireworks," "dangerous fireworks," and "safe and sane" fireworks shall have the meanings ascribed to them in Sections 12505, 12511, and 12529 of the California Health and Safety Code.

B. "Grandfathered Permittees" refers only to the following local serving organizations that have traditionally been so recognized by the City: San Bruno Lowen 83 Soccer, San Bruno Police Association, San Bruno Girls Softball, San Bruno Colts Baseball, American Youth Soccer (AYSO), San Bruno Pony Baseball, Capuchino Sports Boosters, San Bruno Rotary Club, American Legion & VFW, Booster's 71, Booster's 72, and Portola Highlands. These organizations must apply for a permit and have a temporary fireworks stand each year in order to retain grandfathered status.

C. "Local serving organization" means a "non-profit organization" as hereinafter defined, which provides a substantial benefit to the local San Bruno community, as determined by the city council. Factors to be considered in making determinations of substantial benefit to the local San Bruno community include, but are not limited to:

1. The number or percentage of San Bruno residents served by the organization;
2. The amount of monies expended for the benefit of San Bruno residents;
3. The number or percentage of organization members who are residents of San Bruno or local business owners; and
4. The number or percentage of primary functions, meetings, or events of the organization which occur in San Bruno.

D. "Lottery permittees" shall mean all non-grandfathered permittees that are local serving organizations. Lottery permittees are not eligible to become "grandfathered permittees."

E. "Non-profit organization" shall mean an organization or association that has been issued a tax-exempt certificate, and whereby it is demonstrated to the city council that the organization or association is organized primarily for civic betterment or charitable purposes and not-for-profit.

F. "Prohibited fireworks use hours" means anytime other than from noon until 10 p.m. on June 28<sup>th</sup> through July 3<sup>rd</sup> and from noon until midnight on July 4<sup>th</sup>.

## **Section 2. Eligible applicants.**

Eligible applicants are limited to "grandfathered permittees" that applied for a permit and had a temporary fireworks stand the previous year and "local serving organizations." An applicant is ineligible for a permit if it has been previously deemed ineligible as provided herein.

## **Section 3. Application requirements.**

A. *City Form.* All applications for permits to sell "safe and sane" fireworks shall be submitted in writing to the city clerk on city-provided form.

B. *Application deadline.* In order to be considered for a permit, an application shall be filed by the deadline designated by the city clerk.

C. *One application only.* No applicant shall submit more than one application for a permit to sell "safe and sane" fireworks within the city. If more than one application is submitted by or on behalf of any organization, including through any affiliate of such local serving organization, only the first application received shall be processed. All additional requests shall be deemed void. Any attempt to transfer an application shall void any and all applications filed by or on behalf of both the transferor/local serving organization and the transferee/local serving organization.

D. *Application information and documents.* Each applicant shall provide the following the information and documentations:

1. Permit Application- Required Information. Each applicant shall provide the following information on a city-provided application form proscribed by the city:

- a. Identifying information of the organization (name, mailing address, and any other information designated on the form);
- b. Identification of principal officers of the organization (name, title, and city of residence);
- c. Statement of tax-exempt status including tax identification number or declaration that organization's primary purpose is charitable and not for profit;
- d. Street address or description of the site where stand is proposed to be located; and
- e. Property owner's name and valid phone number for a contact person.

2. Application Permit- Required Documentation. Each applicant shall provide the following documentation attached to an application form proscribed by the city:

- a. Written authorization from the property owner or designated agent granting permission to the applicant to use the site for this purpose;



- b. A description of the major activities and functions of the organization;
- c. A statement describing how this organization meets the criteria of a "local serving organization" as stated in Section (C) of the definition section of this Resolution and relevant documentation to support each factor;
- d. A description of how monies earned from fireworks sales will be used;
- e. If applying for a grandfathered permit, a photocopy of the prior year's permit;
- f. Acknowledgment and agreement by the authorized representative of the applicant to the indemnification/hold harmless agreement (revised from time to time by the city attorney) as stated on the application;
- g. Any additional information or documentation that the city may request to verify an applicant's permit request; and
- h. Verification by the authorized representative of the applicant that the information and documentation provided is complete and accurate and submitted under penalty of perjury.
- i. Copy of paid invoice from Finance Department as proof of payment for pro rata share of cost recovery fee from prior fireworks use period.

#### **Section 4. Cost recovery fee.**

A non-refundable application fee established by resolution of the city council shall accompany every application for a permit. In addition to the application fee and any other required fees, each applicant receiving a permit shall be required to pay, each year, to the city a pro rata portion of the costs incurred by the city for fireworks public education, enforcement of the requirements of San Bruno Municipal Code Chapter 6.50 and this resolution, and fireworks clean-up. The pro rata share of the costs shall be determined using gross sales as shown on each permittee's Sales and Use Tax Return for the applicable period. Copies of each permittee's Return shall be submitted to the City no later than September 30 following July 4 of the same year.

#### **Section 5. Location for temporary fireworks stands.**

Permittees shall locate temporary fireworks stands: (1) within a commercial zoning district or within a planned development district whose development plan provides that the predominant use of the district is retail commercial; (2) on property where permittee has written consent of property owner; and (3) in a location that is approved by the San Bruno fire chief or his or her designee, and further no stand shall be changed from the location set forth on the license without prior written permission of the San Bruno fire chief or the fire chief's designee.

#### **Section 6. Eligibility requirements.**

In order to be eligible for a permit, the applicant shall be an eligible applicant (Section 2), shall meet all of the application requirements (Section 3), shall submit the cost recovery fee (Section 4), and shall designate an appropriate location for a stand (Section 5). Failure to meet all eligibility requirements shall result in the application being denied.

#### **Section 7. Maximum number of permits.**

The total maximum number of grandfathered and lottery permits that may be issued and the maximum number of temporary "safe and sane" fireworks stands that will be permitted during any one calendar year shall not exceed eighteen. The "grandfathered permittees" shall be allocated first, and then the difference remaining between eighteen and the number of "grandfathered permittees" allocated shall be awarded to the "lottery permittees."

## **Section 8. Notice of application deadline and lottery.**

Notice of the application deadline and lottery shall be provided by the city clerk by mail to those groups that have previously requested such notice in writing within the past year and also to those groups that were granted permits the previous year. Notice shall also be provided pursuant to San Bruno Municipal Cable TV.

## **Section 9. Application review process.**

A. The city clerk shall receive all applications and make an initial review to determine whether the applicant has met all the eligibility requirements.

B. The city clerk shall separate all applications into grandfathered and lottery stand permit requests and shall forward the applications with his/her findings as to eligibility to a subcommittee of the city council.

C. A city council subcommittee may review the applications and the city clerk findings and make recommendations to the city council.

D. At a regularly scheduled public meeting, the city council shall determine which applicants shall be granted permits and whether as a "grandfathered permittee" or "lottery permittee."

E. At the meeting at which the permits are granted, the city council may require a representative from each organization to inform the public of the services provided to the San Bruno community by each permit holder, the facts that support a finding that the organization qualifies as a "local serving organization" and how fireworks-generated funds will be spent.

## **Section 10. Permits – Lottery.**

A. The city council shall first determine whether an application meets the criteria for approval as "grandfathered permittee." In the event that the city council finds a particular application has failed to meet the eligibility requirements, the application shall be denied, and its grandfather status (if any) shall permanently cease. In such case, that spot may be made available to the lottery applicants.

B. Following approval of grandfathered stands, a lottery shall be held to award the remaining spots to eligible lottery permit applicants. Qualified applicants shall each be assigned a number. A random drawing shall then be held until all available lottery stand permits have been awarded. If there are eighteen or fewer applicants, the city council may dispense with the lottery procedure and grant all the eligible applicants a permit.

## **Section 11. Post lottery permit requirements.**

After being granted a permit, a permittee is subject to automatic permit revocation as provided for herein for failure to adhere to the following requirements:

A. *Insurance.* Each applicant shall be required to secure, maintain, and provide proof of insurance including additional insured endorsements which shall be provided to the city clerk by June 1 of each year. The city's designated risk manager and/or city attorney may permit minor modifications to the insurance requirements and/or time frame for providing the insurance documents upon approval in writing. If the insurance contract ends prior to one year from the date the permit is issued, the permittee and/or wholesaler shall submit timely evidence of renewal to the city clerk bringing the permittees into compliance with the insurance requirements stated above. Failure to submit such proof of insurance on a timely basis shall result in the permit being automatically revoked as provided for herein.

1. Each fireworks stand permittee through its wholesaler shall procure, maintain, and renew for a period of one year from the date of permit issuance insurance against claims for injuries to persons and/or damages to property which may arise from or in connection with the permittee's fireworks operations. Coverage shall be at least as broad as Insurance Services Office Commercial General Liability coverage (occurrence form CG0001) in an amount not less than \$5,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other forms with a general aggregate is used, either the general aggregate limit should apply separately to the location for which the permit is issued or the general aggregate limit shall be twice the required occurrence limit.

2. Each of the following shall be included in the insurance coverage or added as an endorsement to the policy:

3. City, its officers, officials, employees, and agents are to be covered as insureds as respects each of the following: liability arising from or in connection with permittee's operations, including the insured's general supervision of permittee; products and completed operations of permittee; premises owned, occupied or used by permittee; or automobiles owned, leased, hired, or borrowed by permittee. The coverage shall contain no special limitations on the scope of protection afforded to city, its officers, officials, agents, or employees.

4. The insurance shall cover on an occurrence or an accident basis, and not on a claims-made basis.

5. An endorsement must state that coverage is primary insurance and that no other insurance affected by the city will be called upon to contribute to a loss under the coverage.

6. Any failure of permittee to comply with the reporting provisions of the policy shall not affect coverage provided to city, its officers, officials, agents, and employees.

7. Insurance is to be placed with a California-admitted insurer with a Best's rating of no less than A:VII. In the event coverage with a California-admitted insurer is not available, coverage with a California-approved insurer with a Best's rating of no less than A+IX is permissible.

B. *Acknowledgement of Conditions.* Permits are granted subject to compliance with all of the conditions detailed in this resolution and in San Bruno Municipal Code Chapter 6.50 which the permittee shall acknowledge in writing. This resolution shall be attached to the permit.

C. *Temporary sales tax permit.* Permittees are required to obtain a temporary sales tax permit from the local office of the California State Board of Equalization.

D. *Safety Seminar.* After being awarded a permit, at least one member of the local serving organization, preferably the responsible adult(s) listed on the permit application, shall attend a "safe and sane" fireworks stand operator safety seminar conducted by the fire department and the licensed fireworks wholesaler that is supplying the "safe and sane" fireworks to the local serving organization.

## **Section 12. Temporary fireworks stand general requirements.**

A. Every stand shall have and prominently display a State Fire Marshal Retail Sales Permit, a permit from the San Bruno Fire Department, a temporary sales tax permit from the California State Board of Equalization, and proof of the permittee's required insurance.

B. The retail sales of "safe and sane" fireworks shall be permitted only within an approved temporary fireworks stand, and the retail sales from any other building or structure is hereby prohibited.

C. No person other than the "local serving organization" permittee shall operate the stand for which the permit is issued or share or otherwise participate in the profits of the operation of such stand.

D. **Absolutely NO person under the age of 18 shall be in any fireworks stand at any time.**

E. No person shall knowingly sell "safe and sane" fireworks to any person under the age of 18. All persons selling "safe and sane" fireworks shall demand and require from the purchaser bona fide evidence of age and identity. For purposes of this section, bona fide evidence of age and identity of purchaser is a document issued by a federal, state, county or municipal government which contains a photograph of the purchaser including, but not limited to, a valid California driver's license.

F. Each permittee shall be responsible for ensuring that every person selling fireworks from that permittee's stand shall distribute with each sale a city flier containing information on applicable laws and corresponding penalties concerning fireworks. It shall be the responsibility of every permittee to produce a sufficient number of city fliers.

G. All unsold stock of "safe and sane" fireworks in the hands of the permittee after 9:00 p.m. on July 4th shall be returned to the wholesaler/ distributor and removed from the city within 10 days.

### Section 13. Fire Department safety conditions.

All permittees shall comply with the following requirements for temporary fireworks stands:

A. All weeds and combustible materials shall be cleared from the location of the "safe and sane" fireworks stand to a distance of at least 25 feet surrounding the stand. All trash resulting from the operation of the stand must be removed on a daily basis.

B. All grass and rubbish shall be cleared from in and around each fireworks stand as directed by the San Bruno fire chief or the fire chief's designee.

C. Approved fire extinguishers shall be installed BEFORE fireworks are placed in stands.

D. An approved fire extinguisher is a minimum 3A20BC dry-chemical portable fire extinguisher.

E. No fireworks shall be ignited in the vicinity of a fireworks stand.

F. "NO SMOKING" signs shall be prominently displayed on and in the "safe and sane" fireworks stand.

G. "**NO SMOKING**" signs shall be posted conspicuously. Under no circumstances shall people smoke in the booth or in the immediate vicinity thereof.

H. No person shall smoke within 25 feet of any "safe and sane" fireworks stand. No person shall light, cause to be lighted or permit to be lighted any "safe and sane" fireworks or combustible material within 50 feet of any "safe and sane" fireworks stand.

I. No fuel-powered generator or similar equipment shall be allowed within 50 feet of a "safe and sane" fireworks stand.

J. Each "safe and sane" fireworks stand must have an adult in attendance and in charge thereof at all times while "safe and sane" fireworks are available for sale. Sleeping or remaining in the stand after close of business each day is forbidden.

K. On closing of the "safe and sane" fireworks stand, the permittee shall cause all litter to be removed from the premises.

L. In case of emergencies, San Bruno Fire Department recommends that cellular telephones be available in all fireworks stands during times of operation. The cellular phone should be available to all salespersons. Cellular phone users should report "Emergencies" to San Bruno Police at **877-8989**.

M. No stand shall be changed from the location set forth on the license without prior written permission of the San Bruno fire chief or his designee.

N. Booklets describing the hazards of fireworks shall be provided with all packaged fireworks and placed in two (2) locations on fireworks stands.

O. When stands are not open for business, fireworks shall be stored in fireproof containers in accordance with the directions of the San Bruno fire chief or his designee. Fireworks shall not be stored in areas zoned as Residential.

P. All lighting, other than battery-operated, shall be in compliance with the National Electric Code as adopted by the City of San Bruno. Any electrical devices powered by a portable emergency generator or by a 110 AC power source shall apply for an electrical permit issued by the San Bruno Building Department.

Q. Fireworks stands shall be operated in accordance with all applicable laws, rules, and regulations in place at the time of permit issuance, or as may be amended from time to time.

R. Any violations of this regulation shall be reported to the San Bruno Police Department business line (650) 616-7100, or in the event of an emergency call 911 or (650) 877-8989.

#### **Section 14. Permit suspension, revocation, automatic revocation.**

A. *Permit suspension.* In the event the fire chief or the fire chief's designee determines that a violation of any federal, state, or local law or regulation or other condition constitutes an immediate danger to persons or property, the fire chief or the fire chief's designee shall suspend a permit, without notice or a hearing, and order the temporary fireworks stand closed immediately until city authorities determine such immediate danger is no longer present.

B. *Permit revocation.* In the event the fire chief or the fire chief's designee determines that a permittee has violated any federal, state, or local law or regulation or other condition, the fire chief or the fire chief's designee may revoke a permit, without notice or hearing. The fire chief or designee shall inform the permittee that the permittee may seek review of the fire chief's decision by the city manager or the city manager's designee, as soon as practical. The fire chief shall provide the city manager with written notice that a fireworks permit has been revoked, including the name of the permittee and a brief statement of the grounds for revocation. Upon the permittee's written request and as soon as practical, the city manager or the city manager's designee shall meet with the permittee and the fire chief to review the fire chief's decision. The decision of the city manager or the city manager's designee shall be final.

C. *Automatic revocation.* As determined by the city manager or city manager's designee, whose decision is final, a permit shall be automatically revoked for failure to comply with any of the post-lottery permit requirements.

#### **Section 15. Permanently ineligible.**

An applicant or permittee shall be ineligible on a permanent basis for future temporary fireworks stands permits when its permit has been revoked or automatically revoked, commits a violation of San Bruno Municipal Code Chapter 6.50, fails to comply with the rules and regulations established by this resolution, or fails to remit no later than December 31 following July 4 of the same year its pro rata share of the city's incurred costs.

#### **Section 16. Permit expiration.**

A permit shall expire at noon on July 6<sup>th</sup> of the year it was issued.

#### **Section 17. Seizure of fireworks.**

The fire chief or his or her designee, may seize, take, remove, or cause to be removed at the expense of the permittee or licensed fireworks wholesaler, whichever is applicable, all stock of fireworks offered or exposed for sale, stored or held in violation of federal, state, or local law or regulation when such violation creates an imminent threat to public health or safety.

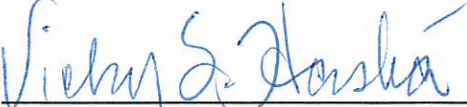
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I hereby certify that foregoing **Resolution No. 2008 - 67**  
was introduced and adopted by the San Bruno City Council at a regular meeting on  
June 24, 2008, by the following vote:

AYES: Councilmembers: Ibarra, Medina, Ruane, O'Connell, Mayor Franzella

NOES: Councilmembers: None

ABSENT: Councilmembers: None

  
\_\_\_\_\_  
Vicky S. Hasha, Deputy City Clerk